The Solicitors' Journal.

LONDON, AUGUST 19, 1882.

CURRENT TOPICS.

THE PROFESSION will do well to take note that a large number of actions set down in the Chancery Cause-books will most probably be transferred to the Queen's Bench Division before the commencement of the next sittings. Should such a transfer take place, notice will, no doubt, be given at the earliest possible date, but it will be well to remember the possibility of this transfer before briefs are delivered.

THE POSITION of the two junior judges of the High Court is, at the present time of the year, by no means an enviable one, since it generally involves the business, not only of the Long Vacation, but also of the Northern Summer Circuit, where the business is always longer than elsewhere. Mr. Justice NORTH has left Liverpool to undertake the vacation business in London, leaving the whole of the business of the circuit to be concluded by Mr. Justice DAY, who will in turn be called upon to sit as Vacation Judge during the latter half of the vacation.

MR. JUSTICE NORTH had before him on Wednesday last a heavy paper, consisting of upwards of eighty petitions and motions. He sat at half-past ten to hear a batch of summonses, and, continuing on until seven o'clock, disposed of the greater portion of this unprecedently heavy paper, but many applications must have remained unheard on Wednesday evening if the application for a sequestration against the Channel Company had given rise to any protracted argument.

THE EXCITING INCIDENT of a sentence of fine and imprisonment inflicted by Mr. Justice Lawson on the High Sheriff and ex-Lord Mayor of the City of Dublin for contempt of court, does not seem likely to give rise to any legal difficulty. There can be no doubt that the articles in the *Freeman's Journal*, as to the alleged packing of the jury, and the misconduct of the jurors at the recent trial, fell strictly within the definition of contempt of court, as directly tending to bring the administration of justice into contempt, while the fact that the person responsible for those articles filled the office of high sheriff could not but aggravate the gravity of the offence. Collisions between judges and sheriffs are fortunately of rare occurrence, it being just twenty-two years since the late Lord Chief Justice of England fined the High Sheriff of Surrey £500 for publishing a placard, in which he had charged the other judge of assize (the present Lord BLACKBURN) with illegal conduct in excluding the public from the Assize Court at Guildford.

SIR JOHN SMALE, who died on Sunday last, at the age of seventy-seven, within twelve months from his resignation of the post of Chief Justice of Hong Kong, was one of the old generation of Law Reporters, a body which is fast dying out. The only representatives of the original "authorized" reporters now on the bench are Lord BLACKBURN, Mr. Justice KAY, and Mr. Justice CAVE, although in former times such law reporting has frequently proved to be a stepping-stone to the bench, as illustrated by such names as BLACKSTONE, CAMPBELL, BOSANQUET, TAUNTON, CRESSWELL, ALDERSON, SHADWELL, JERVIS, and CROMPTON. Sir J. SMALE is also one of the many instances of high position being obtained by a lawyer whose professional career was commenced in the other branch of the profession. It may be remembered that Lords HARDWICK, KENYON, and TRURO were originally solicitors, and among the present judges Justices FIELD and MANISTY have also practised in the same capacity. Mr. Justice HAWKINS served his term as an articled clerk, as did also Sir JOHN MELLOR and the late Sir JOHN HOLKER and Sir JOHN KARSLAKE.

THE ANNUAL RETURN of the particulars of receipts and expenditure of the High Court of Justice and Court of Appeal (issued pursuant to the Judicature Act, 1875), and of the Court of Bankruptcy and of the Land Registry, has only recently been issued. The return is for the year ending the 31st of March, 1882. In the Chancery Division the principal receipts consist of the usual fictitious item of "Dividends and interest which would have arisen from the stock transferred to the National Debt Commissioners under the provisions of the Courts of Justice (Salaries and Funds) Act, 1869, if such stock had not been cancelled," and of £11,248 for brokerage, £14,458 for fees of taxation, £10,435 for lunacy percentages, and £66,305 for stamps in lieu of fees. The total of these receipts is £207,175, and the total decrease of receipts on the year is £15,788. The payments include £60,921 for salaries of judges, £14,482 retiring annuities of judges, £157,925 for salaries of officers, &c., £4,666 for scrivenery and printing, and £31,754 for compensations, &c., to officers. The total expenditure of the Chancery Division is £290,305, and the net increase of expenditure in this division over that of the previous year is £2,682. In the Queen's Bench Division the total receipts were £119,611, and the expenditure £201,043. In this division there is an increase of £3,196 in receipts, and a decrease of £8,721 in expenditure. In Probate and Divorce business the total receipts amount to £136,259, and the expenditure to £166,057. The Admiralty accounts given separately, and show receipts amounting to £7,478, and expenditure to £17,968. The district registrars received £25,235, and expended £20,922. For all divisions of the High Court the receipts amounted to a total of £495,759 17s. 10d., and the expenditure to £696,297 5s., showing a net cost to the country for this part of the administration of civil justice of upwards of £200,000. The receipts of the Court of Bankruptcy were £112,718, and the expenditure was £107,521. A heavy balance on the wrong side appears in the return as to the Land Registry, where the fees received amounted to £840 3s. 10d., and the expenditure to £6,050 12s. 11d.

THE LONG-EXPECTED General Order under the Solicitors Remuneration Act, 1881, has now been published, and is given at length in another column. It is to take effect from and after the 31st of December next, and it is not to apply to transactions affecting real property where the title has been registered under the 25 & 26 Vict. c. 53, 25 & 26 Vict. c. 67, or 38 & 39 Vict. c. 87. Part 1 of schedule 1 relates to sales, purchases, and mortgages, and part 2 to leases, or agreements for leases, at rack-rent (other than mining or building leases), various rules being specially applicable to each scale. Schedule 2 relates to the drawing and perusing of deeds, wills, and to other business not provided for by schedule 1, and to business which is thereby provided for but which is not, in fact, completed. Other important provisions are contained in the order. Thus all drafts and copies made in the course of business, the remuneration for them being provided for

in the order, are to be the property of the client. The remuneration provided for by schedule 1 is not to include stamps, counsel's fees, auctioneer's or valuer's charges, travelling expenses, search fees, or other reasonable and proper disbursements, nor extra work occasioned by the death or insolvency of a party, but it is to include stationer's charges, parchment, and copying. Where business is "by special exertion carried through in an exceptionally short space of time," additional remuneration may be allowed to the solicitor. A solicitor may accept from the client security for the amount to become due, and he may charge interest at four per cent. after the expiration of a month from the demand upon the client.

THE JUDGMENT of the House of Lords in *Kinlock* v. *The Secretary of State for India in Council* (30 W. R. 845) is the termination of a litigation which dates from the time of the Indian Mutiny. There are many barristers still in practice who were fortunate enough to hold briefs in the great *Banda and Kirwee Booty case* before the late Dr. LUSHINGTON in 1866. It may be remembered that an Order in Council had transferred to the Court of Admiralty the duty of ascertaining the persons entitled to share in the property captured in the towns of Banda and Kirwee in 1857, and that Dr. LUSHINGTON decided in favour of the personal representatives of Lord CLYDE and his staff, and of the officers and men under the command of Sir GEORGE WHITLOCK. By a subsequent Royal Warrant her Majesty granted to the Secretary of State for India for the time being all the booty captured at or in Banda and Kirwee, and its proceeds, "in trust for the use of" all the persons interested, to whom it has been adjudged by the Court of Admiralty, "such booty and proceeds to be distributed by our Secretary of State for India in Council for the time being, or by any other person or persons he may appoint." The plaintiff, who had been an Army chaplain attached to Sir G. WHITLOCK's column, sued the Secretary of State, alleging that a great part of the fund had not been distributed, and that the accounts which had been furnished were inaccurate. A demurrer to the statement of claim had been overruled by Vice-Chancellor HALL, but his judgment was reversed by the Court of Appeal. The plaintiff's counsel founded his claim to relief upon the words of the Royal Warrant, as creating an express trust, and, therefore, rendering the Secretary of State liable to account. The respondent's counsel were not heard, and the Lord Chancellor went very fully into the question of the trust. He first pointed to the circumstance that the Royal Warrant had not described the then Secretary of State for India by name, but merely as the Secretary of State "in Council," and "for the time being," as negativing the presumption of a trust. Again, the Court of Admiralty had determined only what classes of forces were to share in the booty, and in what proportions *inter se*, the Crown having reserved to itself the question of the scale of distribution among the respective ranks. The powers given by the Royal Warrant to the Secretary of State, and especially that of determining disputed claims, pointed to an intention to make him an agent for the Crown rather than to constitute him a trustee subject to the jurisdiction of the Chancery Division. Lord O'HAGAN pointed out that there was no precedent for a court of equity assuming jurisdiction over such a fund, that there was "no magic in the word 'trust,'" and that the fund must get out of the possession of the Crown before any equitable jurisdiction could arise, but that the Royal Warrant did not involve any transfer of it. Lord BLACKBURN rested his decision upon the short point that the Secretary of State was simply made an agent for the Crown to distribute the fund when he was satisfied that the claims upon it were well founded.

From a parliamentary return issued this week it appears that the number of persons imprisoned in Ireland under the Protection Act on the 31st of July last was 170. Of these 52 were confined in Kilmainham, 39 in Enniskillen, 32 in Galway, 21 in Dundalk, 14 in Naas, and 12 in Kilkenny Gaol. The greater number of the prisoners are suspected of being guilty of murder; other offences for which suspicion is entertained against the remainder being incitation to murder, shooting and wounding, unlawful assembly, the posting of and sending of threatening notices, intimidation, and arson.

COMMUNICATION BETWEEN SOLICITOR AND CLIENT IN PRESENCE OF A THIRD PERSON.

THE doctrine that professional communications made to legal advisers are confidential and privileged is well established in English law. Whether, however, the term "privileged communication," often used in reference to this doctrine, is the best that could have been selected, is doubtful, when we consider that the natural meaning of the words "privileged communication" is, that the subject-matter of the communication is in itself privileged, not that the communication is one which may, or may not, be privileged, according to the class of persons present when it is made. This ambiguity in the term itself seems to have left the exact limits of the operation of the rule as to privileged communications somewhat undefined, and it is to the question what are the exact limits of this rule that we wish to direct attention.

Now one of the commonest things, indeed an every-day occurence among the lower middle class, is for clients to consult their solicitors in company with a friend. The presence of a third person seems to give them the courage needful for so formidable an interview. What is the position of this third person in regard to "privileged communications"? He is present at the consultation, and becomes acquainted with all the points in the client's case. The client is protected from disclosing any communication made by him to his legal adviser, and his legal adviser is not permitted, save with his client's consent, to make known any such communication. May the third person present at the interview, in the character of a friend, disclose information thus obtained? Is it a wholly "privileged communication," or is it a communication privileged only as between solicitor and client strictly? Before we attempt to answer this question, let us state a case which recently came under our notice.

A testator who had made a valid will leaving all his property to a brother, was near death, and desired to make another will. The village schoolmaster, A., and his son, B., were called in, and a will leaving everything to D., a sister of the testator (who was keeping house for him), was drawn up and executed. The testator died, and D., accompanied by A., went to a neighbouring solicitor to instruct him to obtain probate of the second will. The solicitor put certain questions to A., and, finding that the will had been irregularly attested, he declined to act in the matter. Subsequently the brother of the testator brought to the same solicitor the first will, and this having been properly executed, the solicitor undertook to get it proved. Probate of the first will was opposed, on the ground that it was revoked by a subsequent will, and the action was remitted by the Probate Court to the assizes for trial. On the trial of the action the solicitor who was acting for the brother was called, and evidence of what passed between him and D. and A. was objected to, on the ground of privilege. D. on being called swore that she was in and out of the room at the time the will was executed, and did not see it signed, but knew they were signing it; and as to what passed at the solicitor's office, she claimed privilege. B., the son of A., swore that the will was properly attested. A. swore the same, and on being cross-examined as to what passed at the solicitor's office, counsel for D. claimed privilege. The judge was inclined to think that there was privilege, and so ruled, but reserved the point at the request of counsel. It was never cleared up, as the case was compromised. Here, then, we have a case where the whole issue depended upon the question of privilege or no privilege. No doubt it is a case which can very seldom arise, but still it seems strange that the text-books contain no reference to any single case bearing directly upon the presence of a third person present at an interview between solicitor and client.

If, however, we may apply the rules of common sense to such a case, we should be inclined to say that, if a client wished his communications with his solicitor to be secret, he should take measures to secure their privacy. It seems difficult to draw a distinction between such a case and that of a client saying something in a loud voice to his solicitor in court, so that it may be overheard by a dozen other people. And surely, if this

occurred, the mouths of a dozen people could not be stopped. The only decision which seems to be at all near the case in point is that of *Fountain* v. *Young* (6 Esp. 113), where it was held that a communication made to one who was not a solicitor, under the mistaken idea that he was one, was not privileged. Whether this would be still considered to be good law is, perhaps, doubtful, but if it goes rather far in declaring that privilege cannot be extended in cases of mistake, it seems, at any rate, to lay down the principle that the doctrine of privilege must not be carried beyond the strict limit of solicitor and client. At the same time there is, doubtless, much to be said in favour of the view that communications between a client and his solicitor are absolutely privileged. But considering the doubt which exists in the matter, solicitors will do well to caution clients who consult them in company with a friend, as to the possibility of danger in this respect, for it may easily happen that matters disclosed in consultation should be made the foundation of purely vexatious litigation.

LEGISLATION OF THE YEAR.

DOCUMENTARY EVIDENCE.

45 Vict. c. 9.—An Act to amend the Documentary Evidence Act, 1868, and other Enactments relating to the evidence of documents by means of copies printed by the Government Printers.

[19th June, 1882.]

The Documentary Evidence Act (31 & 32 Vict. c. 37), and many other Acts applying it (see, for instance, the Elementary Education Act, 1870, 33 & 34 Vict. c. 75, s. 83, the Local Government Board Act, 1871, 34 & 35 Vict. c. 70, s. 5, and the Prison Act, 1877, 40 & 41 Vict. c. 21, s. 91) provide that regulations and orders issued under the authority of the Treasury or other public offices "may be proved"—*i.e.*, *primâ facie* evidence may be given of them—by production of copies purporting to be printed by the "Government printer, Queen's printer, or a printer authorized by her Majesty." Private and local Acts of Parlialiament also are, by virtue of the earlier 8 & 9 Vict. c. 113, proveable by Queen's printer's copies. The present Act, which is to be called the "Documentary Evidence Act, 1882," has merely the effect of reading into all such Acts of Parliament the words "Stationery Office" in addition to the words "Government printer" or the like, "whatever may be the precise expression used" in the particular Act. All documents, therefore, printed under the superintendence of the Stationery Office are henceforth, by virtue of this Act, receivable in evidence. The Act applies to Ireland, and also extends the Act of 1868 to Ireland.

BOILER EXPLOSIONS.

45 & 46 Vict. c. 22.—An Act to make better provision for Inquiries with regard to Boiler Explosions.

[12th July, 1882.]

This Act is to a certain extent modelled upon corresponding provisions in the Merchant Shipping Act, 1854 (17 & 18 Vict. c. 104), s. 326, and the Regulation of Railways Act, 1871 (34 & 35 Vict. c. 48), s. 6, *et seq.*, but it goes far beyond those provisions in minuteness of detail. The scheme of the statute which does not apply to certificated steamships, or mines, or boilers used exclusively for domestic purposes is that notice of every boiler explosion—that is, of the explosion of "any closed vessel used for generating steam, or for heating water, or for heating other liquids, or into which steam is admitted for heating, steaming, boiling, or other similar purposes"—is to be sent to the Board of Trade, and that the Board of Trade, either upon or without a preliminary inquiry, may or may not, in their absolute discretion, direct a "formal investigation" of the causes and circumstances attending the explosion. This notice, which is to be sent within twenty-four hours of the explosion, is to state very definitely the place and time of the explosion, the number of persons injured or killed, "and generally the part of the boiler which failed," with "such other particulars, if any, as the Board of Trade may require." It is to be sent by the owner or user, or the person acting on behalf of the owner or user, and "if default is made in complying with the requirements" of the section prescribing it, the person in default is liable to a penalty of £20. We presume that the maxim "*lex non cogit ad impossibilia*" would come to the aid of persons failing to comply with the requirements of the section through genuine inability to discover all the details, but no express provision is made for such a case, which justices would probably attempt to meet by the infliction of a nominal penalty, whether legally recoverable, with costs, might perhaps be doubtful. This investigation is to be held locally "by a court consisting of not less than two commissioners appointed by the Board, of whom one at least shall be a competent and practical engineer, specially conversant with the manufacture and working of steam boilers, and one a competent lawyer"—a constitution which was probably suggested by that of the Railway Commissioners under section 4 of the Regulation of Railways Act, 1873. The court is armed with very full powers of entry and inspection of places and documents, besides having "all the powers of a court of summary jurisdiction when acting as a court in the exercise of its ordinary jurisdiction." For these powers, reference would have to be made to the Summary Jurisdiction Acts of 1848 and 1879, but the additional powers seem to be so sufficient and adequate that we cannot imagine a case where reference would be necessary. A very important provision is that "the court may order (section 7) the costs and expenses of a preliminary inquiry or formal investigation, or any part thereof, including therein the remuneration of persons holding such inquiry on investigation, to be paid by any persons summoned before it, or by the Board of Trade," so that it will be in the power of the court to mulct any person who may be proved to be in default in a very heavy sum of money.

Such are the main provisions of the stringent—*if the Board of Trade so please*—"Boiler Explosions Act, 1882." It remains to point out that, in event of death being caused by an explosion, an inquiry by the coroner will still be necessary, and that if there be evidence of manslaughter by any person, there may be also an inquiry before justices, before a grand jury, and before a petty jury. There is no power even to shorten an investigation before a coroner, however long the "formal investigation" might be, and the same witnesses would almost certainly be required. This is inconvenient and unfortunate, and we would hope that the next statute of a similar kind will provide for the case.

HIGHWAY RATES.

45 & 46 Vict. c. 27.—An Act to extend certain Provisions of the Poor Rate Assessment and Collection Act, 1869, to the Highway Rate, and for other Purposes.

[12th July, 1882.]

Of all the minor Acts passed in the late session, this one, which bears the short title of "The Highway Rate Assessment and Expenditure Act, 1882," will require the most careful study. It contains ten sections only, but each of them will be found to present features of some little difficulty, owing to the incorporation by reference of other statutes, the difficulty of fusing Highway with Poor Law Acts, and the general complexity of the subject. We will deal with the sections in their order. Section 3 applies the provisions of the Act of 1869, as to composition with owners of small tenements, to highway rates, and it is noticeable that the principle of composition was introduced into rating for highway purposes by local Acts anterior to the Highway Act, 1835, as appears from the concluding portion of the section which repeals section 30 of that Act relating to the composition for rates under local Acts. By section 4 the "valuation list" (see Union Assessment Committee Act, 1862—25 & 26 Vict. c. 103), is made conclusive for the purposes of the highway rate. Section 5 provides for the recovery by an outgoing surveyor from his successor of moneys which may be due to him for expenditure lawfully incurred, but which the rate levied in his own term of office has proved insufficient to meet. This is surely in affirmance of the common law, but we know of no authority bearing on the point. The section, we presume, would receive a very liberal construction. The great milestone grievance is next dealt with by section 6, by legalizing the erection or repair of these useful little structures in a mode and manner which we have already criticized. Section 7 subjects

the accounts of "waywardens" to the supervision of the Poor Law, or to speak more correctly the district, auditor. By section 8 all the provisions of the Poor Law (see Poor Law Audit Act, 1848—11 & 12 Vict. c. 91, s. 9) as to the recovery of "moneys, goods, or chattels certified at the audit of the poor rate accounts," are applied to the cases of "moneys, &c., certified by an auditor at a highway audit to be due from any person." Section 9 applies only to the peculiar case where a "part of a parish is excluded from an urban sanitary district," and gives power to the owners and ratepayers therein to decide "in manner provided by schedule three of the Public Health Act, 1875," that the excluded part shall be a "highway parish," whereupon "if the resolution is approved by an order of the Local Government Board," such excluded part is to be, for all highway purposes, "considered and treated as a separate highway parish." Lastly, section 10, the interpretation clause, defines "highway audit," "highway parish," and other expressions; defining "highway parish" as "a place separately maintaining its own highways, and, in a highway district (see as to formation of highway districts, section 5, *et seq.*, of the Highway Act, 1862), a place for which a waywarden may be elected or a separate highway rate be made."

CORRESPONDENCE.

INTERPRETATION OF "LAND" IN THE CONVEYANCING ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In an article in your number of the 15th ult., headed "Are leaseholds within section 18 of the Conveyancing Act?" it is maintained that the interpretation given by the Act to the word "land" is insufficient to embrace leaseholds for years.

I will not here follow the reasoning by which this result is reached, but will simply call your attention to the construction put upon similar words in the Statute of Frauds.

The words in the 7th section of the Statute of Frauds are "lands, tenements, or hereditaments." Those of the interpretation clause referred to, omitting words of amplification, are "land, . . . tenements, and hereditaments." It is too well settled to need reference to cases that the 7th section of the Statute of Frauds includes leaseholds for years. It seems to me to follow that the same construction must be put upon the words of the interpretation clause of the Conveyancing Act. I may add that I am aware of nothing in the Statute of Frauds beyond the words I have quoted to influence the construction I have mentioned; on the contrary, the use of the word "conveyance" only, in the 8th section, might be supposed rather to point in the contrary direction.

Temple, Aug. 15. A. J. Wood.

CASES OF LAST WEEK.

Powers of Local Board—"New Street"—Local Government Act, 1858, s. 34—Public Health Act, 1875, s. 157.—In a case of *Robinson* v. *The Local Board for Barton*, before the Court of Appeal on the 7th inst., a question arose as to the powers of local boards with regard to "new streets"—viz., what is the meaning of the term "new streets" in the Local Government Act of 1858 and the Public Health Act of 1875. Section 34 of the Act of 1858 provides that, "Every local board may make bye-laws with respect to the following matters (*inter alia*) (1) with respect to the level, width, and construction of new streets, and provisions for the sewerage through." Section 157 of the Act of 1875 gives the same powers "to every urban authority." Section 2 of the Public Health Act of 1848 (with which, by section 4 of the Act of 1858, the latter Act is to be construed) provides that "the word 'street' shall apply to and include any highway (not being a turnpike road), and any road, public bridge (not being a county bridge), lane, footway, square, court, alley, passage, whether a thoroughfare or not, and the parts of any such highway, road, bridge, lane, footway, square, court, alley, or passage within the limits of any district." Section 4 of the Act of 1875 contains a similar definition of the word "street." There was at Eccles, within the district of the defendant board, a public highway called Newlane, which had existed for many years. It was 885 yards in length, running in a direction nearly north and south. The plaintiff had agreed to take a lease for a long term of a plot of land on the west side of New Lane for building purposes. Fifty years ago Eccles was a small country village, but at the time of the action it was a kind of suburb to Manchester. New Lane was not a turnpike road; it was formerly a country lane, with no well-defined footways, and it was usually repaired by having cinders thrown upon it. The board had repaired it since the date of their formation, about the year 1850. Until the last ten years it was a cinder roadway, with no well-defined footways, and with grass growing at the sides. It had at the time of the action a cindered footpath along the whole of both sides, except for a very short portion on the westerly side. The footpath on the easterly side was made by the board in 1880; that on the westerly side in 1881. New Lane was repaired by the board as a highway repairable by the inhabitants at large. In 1876 and 1877 the board made a sewer along the roadway, and in 1880 they channelled and paved it along the whole length and width. The population of the district had increased in the last ten years from 15,126 to 21,785, and the number of houses from 3,205 to 4,057. On the west side of New Lane were twenty houses, some detached, others standing two, three, or four together. Of the land on the west side not actually built on several plots besides the plaintiff's had been let for building purposes. On the east side there were sixty-seven houses, including a row of twelve cottages in course of erection, another row of sixteen cottages, a row of nine houses, another row of eight houses, another row of nine cottages, and another row of four cottages. Other land on the east side had been let for building purposes. The board in 1871 made some bye-laws as to the "level, width, and construction of new streets," and these bye-laws were allowed by the Local Government Board on January 1, 1872. The first of these bye-laws provided that "every new street shall be laid out and formed of such width and at such level as the board shall in each case determine." By-law 36 required that every person should, before beginning to make or lay out any new street, give a month's notice in writing of his intention to the board, and should leave with their surveyor certain plans and sections. Bye-law 37 made similar requirements with regard to every person who should intend to erect any new building. Bye-law 42 provided that the board should approve or disapprove any proposed new works or buildings within the time specified, and that the owner or person intending to erect any new street or building should give the notices thereby required, and that, if any owner or person should construct any works contrary to the provisions therein contained, the board, after calling on such owner or person to show cause, might, if they should think fit, have such works removed, altered, or pulled down, as the case might require. The plaintiff gave notice to the board of his intention to erect new buildings on his land, and left plans and sections at their office, showing the intended building line of his proposed new buildings. The board disapproved the proposed new buildings, on the ground that the houses would contravene the building line, and would be built within the line of the existing buildings on that side of the street, and they required the proposed building line to be thrown further back about ten yards from the roadway of New Lane. The plaintiff commenced to build according to his plans, and the board called on him to show cause why his works should not be removed. The plaintiff disputed the right of the board to disapprove of his plans on the ground that his intended building line was too near the roadway, or to pull down his new buildings if erected in accordance with his plans. The action was brought to restrain the board from doing what they proposed to do, and a special case was then stated for the opinion of the court, raising the question whether New Lane was a "new street" within the meaning of the Acts, and whether the board were entitled to disapprove of the plaintiff's new buildings on the ground stated, or to pull them down. Fry, J., held that the term "new street" in the Acts applied only to a street constructed for the first time out of grass land or other vacant land, and not to an old country road in the neighbourhood of a town, which, by the building of houses on each side of it, had become, or was gradually becoming, a street, and that New Lane was not a "new street," and therefore the board had no power to disapprove or to pull down the plaintiff's new buildings. The Court of Appeal (Jessel, M.R., and Brett and Cotton, L.JJ.) reversed this decision. Jessel, M.R., said that the Act was fairly open to more than one construction. The case was a very difficult one, and was fairly open to a difference of opinion; but regard must be had to what must be presumed to have been the intention of the Legislature. The intention must have been to give to a local authority the power of regulating the laying out of new streets—a power to be exercised for the public benefit. What was the meaning of the term "new street"? His lordship should say it meant a street where there was no street before, though it might include more. This might take place in one of two ways. A street might be made out of a grass field, and, in his lordship's view, it would make no difference whether or not an old country lane or road was thrown into it. In such a case as this a person who designed to build houses along the street was to build them in a particular way and subject to the by-laws of the board. But then there was another case, where the street was not laid out in a formal way, but, so to speak, grew of itself. When did it become a street? At some time or other it must do so. But when? You could not tell unless you knew the locality. It was a question of fact in each case. Section 157 of the Act of 1875 plainly empowered the board to make bye-laws before the street was made, and the moment the street became a "new street" it was subject to the bye-laws. Upon the facts of the present case his lordship thought there could be no doubt that New Lane was a "new street." It was a very young street indeed. The board had in substance called on the plaintiff to build the street of a certain width. He was laying out a "new street," building a continuous line of houses. His lordship was satisfied that the defendants were acting within their powers. Brett, L.J., said that the construction of the Act and the bye-laws, and their application to this particular case, was a matter of extreme difficulty. The Act dealt with two totally different kinds of streets—one which no one, without an Act of Parliament, would have called a street; the other which no one, without the Act, would have doubted was a street. Could you, by altering a street of the one kind into a street of the other kind, make it a "new street"? It would be substantially altered, and it would certainly be new. His lordship thought that that which everybody would have called a street could be altered into a new street—*e.g.*, an old narrow street in a town, if it was widened, would become a "new street." It was clear that New Lane was a street now without the aid of any interpretation clause in the Act. Was it a "new street"? It was said it was not, because, by virtue of the interpretation clause of the Act, it had been a "street" ever since the first Act was passed. But if it was altered into a totally different kind of street,

it was a "new street." That term in the Act must have a very elastic meaning. The question was, When did the street begin to be a "new street"? When did it change its character? If the land on both sides belonged to one owner, and he had a plan for laying it out for building, he would begin to lay out a new street when he built the first house, having the intention of going on building. If the land belonged to a number of owners, no one of them could make a plan for the others. But each might be intending to build with regard to a particular roadway, and each would be laying out a "new street" with reference to what he was doing himself. He who began first would be first laying out a "new street," there being a common intention, or design, to build. There might, of course, be cases in which no one could say there was any common intention of building, where only one owner of land had shown his intention. In such cases the street formed itself by successive acts, without any common intent. It grew of itself. In the present case it was obvious that all the landowners had an intention of building. Some time ago New Lane began to be a street, and not so long ago as to prevent its being a "new street." Then the board had made bye-laws, and his lordship did not see anything to prevent them from determining in the case of each house how it should form part of the street—*i.e.*, how far it should be set forward or backward. It was said that if they could do this they could act capriciously as to the width of the street. But the Legislature had given them the power. If they acted dishonestly, no doubt the law was strong enough to control them. But, so long as they were acting honestly, they had power to determine the width of the street at each particular point. His lordship thought that the defendants were acting within their powers. COTTON, L.J., thought that the construction of the Act was very difficult, but he had arrived at the same conclusion. The questions were, whether the Board had power to make bye-laws, and whether they had done so. In ordinary parlance, there could be no doubt that New Lane was a street, or that, four or five years ago, it was not a street but a country lane, and in common parlance it was a "new street." The ordinary parlance was not excluded by the interpretation clause of the Act, which was intended to include that which, in ordinary parlance, would not be a street. SOLICITORS, *Le Riche & Son; Byrne & Lucas.*

PRACTICE—SPECIALLY-INDORSED WRIT—LEAVE TO DEFEND—COUNTER-CLAIM—ORD. 14, R. 1.—In a case of *The Zoedone Company* v. *Barrett*, before the Court of Appeal on the 8th inst., a question arose as to giving leave to defend an action in which the writ was specially indorsed under order 14. The defendant alleged that he had a defence which was really in the nature of a counter-claim. JESSEL, M.R., said that it was not intended that on applications of this kind the court should try the action. There might be no defence to the action, but the court might think that such facts were disclosed as were sufficient to entitle the defendant to be permitted to defend the action. As Lord Blackburn said in *Wallingford* v. *The Mutual Society* (L. R. 5 App. Cas. 704, 29 W. R. 81), "there may very well be facts brought before the judge which satisfy him that it is reasonable, sometimes without any terms and sometimes with terms, that the defendant should be able to raise this question, and fight it if he pleases, although the judge is by no means satisfied that it does amount to a defence upon the merits." In the present case his lordship said that, before he could be satisfied that there was no defence on the merits, he should have to try several questions, all of which were susceptible of fair argument. The divisional court was right in saying that this was not a case for entering judgment under order 14. COTTON, L.J., said that for the purpose of such an application as this a counter-claim was a defence, though the refusal of leave to defend would not prevent the defendant from setting up his claim in a separate action. Still, for this purpose, a ground of counter-claim ought to be treated as a defence. An application under order 14 was not meant to be the means of determining *brevi manu* questions which ought to be argued at the trial, where the defendant showed a *bona fide* intention of raising these questions there.—SOLICITORS, *F. Heritage & Co.; Coode, Kingdom, & Cotton.*

RAILWAY COMPANY—DEBENTURE HOLDERS—PRIORITY—RECEIVER—PAYMENT OF WORKING EXPENSES AND PROPER OUTGOINGS—RAILWAY COMPANIES ACT, 1867 (30 & 31 VICT. C. 127), ss. 4, 23.—In a case of *In re The Cornwall Minerals Railway Company*, before the Court of Appeal on the 4th inst., a question arose upon the construction of sections 4 and 23 of the Railway Companies Act, 1867. Section 4 provides that, on the appointment of a receiver or manager of the undertaking of a company, "all money received by such receiver or manager shall, after due provision for the working expenses of the railway and other proper outgoings in respect of the undertaking, be applied and distributed under the direction of the court in payment of the debts of the company and otherwise, according to the rights and priorities of the persons for the time being interested therein." Section 23 provides that, with certain exceptions (such as rent-charges and claims for land taken for the purposes of the railway or injuriously affected by the construction thereof), all money borrowed or to be borrowed by a company on mortgage, or bond, or debenture stock under the provisions of any Act authorizing the borrowing thereof, shall have priority against the company, and the property from time to time of the company, over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act." In the present case the Cornwall Minerals Railway Company sold their rolling stock to a company called the Yorkshire Railway Wagon Company, and afterwards the wagon company let it on hire to the railway company. The *bona fides* of this arrangement was impeached, but the Court of Appeal decided that it was a *bond fide* transaction (*vide The Yorkshire Railway Wagon Company* v. *Maclure*, *ante*, p. 434). The railway company were thus in possession of a large quantity of rolling-stock belonging to the wagon company, for which they had agreed to pay rent. Then an agreement was entered into between the railway company and the Great Western Railway Company for the working of the Cornwall line by the latter company, and it was part of this agreement that rolling-stock of the wagon company to the amount of £40,000 should be handed over to the Great Western Company to enable them to work the line. But it was also agreed that if the Great Western were called on to pay anything for the wagons they should deduct it from the rent which they were to pay for the line. Part of the rolling-stock was not taken by the Great Western Company, and some of that part was sold by the Cornwall Company, and the purchase-money was in court. The rest of the rolling-stock was let by the Cornwall Company to another company, and another sum in court was rent paid by the last-mentioned company. A third sum in court represented rent paid by the Great Western Company. Afterwards a receiver of the Cornwall Company's undertaking was appointed, and under this receivership the moneys came into court. The wagon company claimed to be paid out of these moneys the rent which was due to them, and KAY, J., granted the application. A debenture holder, who had taken his debentures subsequently to the agreement between the Cornwall Company and the wagon company, appealed. The Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) affirmed the decision. JESSEL, M.R., said that, whatever might be the legal rights of the appellant, what was his moral position? He wished to take away the money which had been earned by the use of the wagons belonging to the wagon company, without paying them the hire of their wagons. If he had a legal right to do this, of course he could do it. The legal right depended on the Railway Companies Act of 1867. The appellant said that section 23 of that Act gave him a right to payment in priority to claims on account of any debts of the company. But, whatever that section might mean, and whatever charge or preference was thereby given to debenture-holders, it was subject to the provisions of section 4. The moment a receiver was appointed all rights became subject to those provisions. Whatever right or priority, therefore, the appellant had, it was subject to the provisions of section 4. What was the meaning of "working expenses"? His lordship had not the slightest hesitation in saying that it must include rent for the rolling-stock used in working the line, and, if that rent was not a "working expense," it must certainly be a proper outgoing. KAY, J., had, therefore, decided rightly. BRETT and COTTON, L.JJ., concurred.—SOLICITORS, *Maples, Teesdale, & Co; Singleton & Tuttershall; Murray, Hutchins, & Stirling; Norton, Rose, & Co; Cope & Co.*

BANKRUPTCY—PROTECTED TRANSACTION—NOTICE OF ACT OF BANKRUPTCY "AVAILABLE FOR ADJUDICATION"—FAILURE TO COMPLY WITH DEBTOR'S SUMMONS—BANKRUPTCY ACT, 1869, ss. 6, 94.—In a case of *Hood* v. *Newby*, before the Court of Appeal on the 4th inst., a question arose, apparently for the first time, on the construction of section 94 of the Bankruptcy Act, 1869. That section protects "any contract or dealing with any bankrupt made in good faith and for valuable consideration, before the date of the order of adjudication, by a person not having, at the time of making such contract or dealing, notice of any act of bankruptcy committed by the bankrupt and available against him for adjudication." The question was whether notice of an act of bankruptcy committed by the failure of a debtor to comply with a debtor's summons, the debtor being afterwards adjudicated a bankrupt on the petition of a creditor who did not issue the summons, is sufficient to deprive the creditor who receives the notice of the protection of section 94—*i.e.*, whether, in fact, the notice must be of an act of bankruptcy "available" for the making of the particular adjudication which is, in fact, made. By section 6 of the Act it is provided that a bankruptcy petition founded on an act of bankruptcy committed by non-compliance with a debtor's summons can be presented only by the creditor who has issued the summons. In the present case the trustee in the bankruptcy of the defendant claimed to set aside an agreement between him and the plaintiff, which was entered into at a time when the plaintiff had notice of an act of bankruptcy committed by the defendant in failing to comply with a debtor's summons issued by the plaintiff himself, the adjudication not having proceeded on that act of bankruptcy, but having been made on the petition of another creditor who had issued a second debtor's summons, which had not been complied with by the bankrupt. CHITTY, J., held that the notice must be of an act of bankruptcy available for the making of the adjudication actually made, and therefore decided against the claim of the trustee. The Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) held, on the contrary, that notice of an act of bankruptcy available at the time when the actual adjudication was made, for the making of any adjudication was sufficient to deprive the creditor who received the notice of the protection. On the one side reliance was placed on the *dicta* of JAMES, BAGGALLAY, and THESIGER, L.JJ., in *Ex parte Orcutt* (26 W. R. 119, L. R. 7 Ch. D. 123), that the notice must be of an act bankruptcy "which would have been available for the making of the particular adjudication—*i.e.*, any act of bankruptcy upon which the adjudication might have proceeded." On the other hand, reliance was placed on the *dicta* of JAMES and MALLISH, L.JJ., in *Ex parte Hankin* (23 W. R. 401, L. R. 10 Ch. 267), that "no distinction is made in section 94 between an act of bankruptcy under a debtor's summons and any other act of bankruptcy." In neither of these cases, however, did the point now raised arise. JESSEL, M.R., said that the question was whether the transaction in question was protected by the 94th section, which said that a transaction could be protected only in favour of a creditor who had no notice of any act of bankruptcy "available for adjudication." Now, certainly at the time when this contract was made the creditor had notice of the first debtor's summons, for he had taken it out himself. But was that an act of bankruptcy "available for adjudication" within the section? He thought it was. The section did not say "available on the petition of every creditor." It was sufficient that it was available on the petition of some creditor. The only other question was at what time the act of bankruptcy must have been available—at the date of contract or at the date of the adjudication—and the court had already decided that it meant at the date of the adjudication. That being so, it was plain that, according to

the natural meaning of the section, this contract was not protected. Then were there any authorities binding on the court, which prevented it from coming to this decision? He was of opinion that, although some of the words used by the judges in previous cases were very general, this point was not then before them, and that they had not decided it. The question which they then decided related to the time at which the act of bankruptcy was to have taken place. The present question was a new one, and had never yet been decided. BRETT, L.J., said that the argument for the respondent involved reading the latter words of section 94 as "notice of an act of bankruptcy available for the adjudication actually made." But the Legislature had omitted in this section the very article "the" which was necessary to support that argument. If the omission had made the section absurd for the purposes of business, it might have been the duty of the court to imply the word. But when the omission made the provision sensible and applicable to all acts of bankruptcy, the proper inference was that the word was left out designedly for the purpose of including acts of bankruptcy arising from default in complying with a debtor's summons. No doubt such an act of bankruptcy could be relied on for the purpose of supporting a hostile petition only by the creditor who had issued the summons. But it would be a strange thing if a man, who had notice of an act of bankruptcy committed by his debtor by disobedience to a debtor's summons, could enter into a valid transaction with him, and yet that he could not do so if he had notice of any other act of bankruptcy committed by him. The business necessity showed what was the meaning of the Legislature in leaving out the definite article in section 94. COTTON, L.J., said that, taking the words "available for adjudication" in their widest sense, there would be no limit at all. But that would be unreasonable. It could not be meant that notice of an act of bankruptcy committed ten years before would do. There must be some limit, and the natural limit would be one of time; that is, if the creditor had no notice of an act of bankruptcy, which at the time of the making of the adjudication would have been available for making an adjudication, he was protected; if he had notice, he was not protected. It was said that the court was precluded from coming to this conclusion by reason of what was said in *Ex parte Crosbie*; but there the court was dealing only with the question of the time at which the act must have been committed, not with the question which arose on the present occasion.—SOLICITORS, *Harper & Battcock; Ashurst, Morris, & Co.*

INJUNCTION—PUBLIC BODY—NUISANCE—UNDERTAKING.—In the case of *Selous* v. *The Wimbledon Local Board of Health*, before Chitty, J., on the 7th inst., a motion was made by the owner and occupier of a private house and grounds for an injunction to restrain the local board from depositing on land adjacent to that of the plaintiffs', and discharging into the river Wandle, sewage matter. The plaintiffs case was that an intolerable nuisance of a most injurious character was caused by the local board depositing sewage in an unpurified state on an adjacent sewage farm belonging to the board, and from thence discharging it into the river, which bordered on the plaintiffs' property. CHITTY, J., said that the nuisance, if any, appeared to have been in existence some considerable time before the action was commenced, and the defendants had almost made out a case for the injunction being refused on the ground of delay. It was to be borne in mind that the defendants were a public body, having important and onerous duties to discharge in the interest of the public generally, whilst the plaintiffs were private persons. It was, no doubt, true that a distinction of this kind in no way impeded the court from interfering in cases where these duties were not properly discharged in accordance with the law; but the court was, nevertheless, slow to grant an injunction in a case like the present against a public body if the injunction sought for was in any way likely to operate in breeding pestilence and causing public calamity. The plaintiffs, no doubt, said that the nuisance complained of was injurious to their personal health, but the plaintiffs had their remedy in their own hands. They could leave the scene of the nuisance, possibly at serious personal inconvenience; but then, if the action should result in their favour, they would be entitled to adequate compensation. His lordship's judgment was that, upon the evidence as taken together with the balance of convenience and inconvenience, the present case was not one in which the court would be willing to interfere by granting an *interim* injunction if an undertaking was offered by the defendants. With respect to the evidence, there was the usual conflict. This was easily accounted for. Those who went to smell, smelt offensive smells; those who went with the wish not to smell, smelt none, the reason being that, when the mind was set in a particular direction, senses were apt to follow the mind, and thus a conflict of testimony easily arose, although the statements of witnesses were made in perfect honesty. The whole case was one which could be better decided at the trial of the action. He should, therefore, upon the defendants giving an undertaking to cleanse out the sewage-carriers forthwith in the most approved manner, so as not to create during such cleansing any nuisance, make no order except that costs of the motion be costs in the action.—SOLICITORS, *Learoyd & Co.; W. H. Whitfield; Tibbitts & Son.*

The number of failures in England and Wales gazetted during the week ending Saturday, August 12 was 180. The number in the corresponding week of last year was 229, showing a decrease of 49, being a net decrease in 1882, to date, of 593.

The number of bills of sale published in England and Wales for the week ending August 12 was 814. The number in the corresponding week of last year was 960, showing a decrease of 146, being a net decrease in 1882, to date, of 1,143. The number published in Ireland for the same week was 23. The number in the corresponding week of last year was 36, showing a decrease of 13, being a net decrease in 1882, to date, of 259.—*Kemp's Mercantile Gazette.*

CASES BEFORE THE VACATION JUDGE.

LIMITED COMPANY—WINDING UP—PETITION BY COMPANY—CONSENSUS OF SHAREHOLDERS—COMPANIES ACT, 1862, s. 91.—In the case of *In re The Central Wynaad Gold Mining Company (Limited)*, before North, J., sitting as Vacation Judge, on the 16th inst., a petition was presented by the company for a winding-up order. It appeared that the company was incorporated in May, 1881, with a capital of £100,000 in 100,000 shares of £1 each, for the purpose of acquiring and working gold mines in Southern India. New directors had been recently appointed, and by the allegations in the petition it appeared that they had ascertained that it was impossible to successfully work the property of the company, and that under the circumstances it could not carry out its undertaking, and that the company was in fact commercially insolvent, and the only prospect of recovering any money for its shareholders was by means of a winding up. The winding up was opposed by a large number of contributories and creditors, who submitted that the petition must be treated as a petition by the directors and not as a petition by the company, and that it should be ordered to stand over for the purpose of enabling the view of the general body of shareholders to be ascertained. NORTH, J., said that the statements of the persons who had been appointed new directors should be paid attention to. He was satisfied from a perusal of the petition that the winding-up order prayed for should be granted. There would be the usual order as to costs.—SOLICITORS, *Snell, Son, & Gresnip; J. Holmes; J. Vernon] Musgrave; Beall & Co.; Sheffield & Co.*

INJUNCTION—TRADE-MARK—BOTTLES INDELIBLY IMPRESSED.—In the case of *Allen* v. *Richards*, also before North, J., on the 16th inst., a motion was made by the plaintiff, a vendor and manufacturer of mineral and aerated waters, for an *interim* injunction to restrain the defendant, a keeper of a beer-shop, from selling ginger beer not manufactured by the plaintiff in bottles stamped or marked with the plaintiff's name or registered trade-mark. The bottles in question were bought at second-hand by the defendant, who filled them with his own ginger beer and labelled them with an adhesive label bearing his own name. The defendant contended that the plaintiff had parted with the whole property in the bottles and also denied any fraudulent user. The plaintiff relied on the decision of Malins, V.C., in a similar case: *Rose* v. *Loftus* (47 L. J. Ch. 576, 27 W. R. Dig. 242). NORTH, J., said that if the defendant chose to buy second-hand bottles bearing a trade name and filled them with the same liquid as the owner of the name was in the habit of filling them with, the defendant was not in a position to resist an injunction if applied for. The affixing of the defendant's own label did not affect the question, for the label might get removed in a variety of likely ways—for instance, if the bottle were plunged in ice. If the label under such circumstances were to come off, there would be nothing to prevent the public from believing that they were purchasing, in the bottles stamped with the plaintiff's name, ginger beer manufactured by the plaintiff. The injunction must, therefore, be granted.—SOLICITORS, *Davidson & Morriss; Charles Mallam*, for *T. P. G. Mallam*, Oxford.

PRACTICE—LIMITED COMPANY—WINDING UP—PETITIONER OUTSIDE JURISDICTION—SECURITY FOR COSTS—SIMULTANEOUS ADVERTISEMENT OF PETITIONS.—In the case of *In re The Carta Para Gold Mining Company*, also before North, J., on the 16th inst., two petitions were presented for the winding up of the company, one by a shareholder, and the other by the directors of the company. Objection was taken to the shareholder's petition on the ground that the petitioner, although addressing from a London club, was resident in Scotland, and it was contended that, as he was outside the jurisdiction of the court, he ought to give security for costs. It also appeared that, although both petitions were advertised in the same number of the *London Gazette*, the directors, petition was presented on August 3, and the shareholder's on August 4. NORTH, J., overruled the objection on the ground that it was too late to take it at the hearing, and made a winding-up order on both petitions, the carriage of the order to be given to the petitioners in the directors' petition, such petition being entitled to priority as having been the first presented.—SOLICITORS, *J. Vernon Musgrave; Beall; E. Kimber; S. H. Behrend.*

PUBLIC COMPANY—CONTEMPT OF COURT—BREACH OF INJUNCTION—SEQUESTRATION.—In the case of *The Attorney-General* v. *The South-Eastern and The Submarine Continental Railway Companies*, also before North, J., on the 16th inst., a motion was made that a commission of sequestration might issue against the personal estate and rents and profits of the defendants, on the ground of disobedience to an injunction granted on the 5th of July last by Kay, J., restraining the defendants until the trial of the action from further proceeding with the excavations under the bed of the sea between Folkestone and Dover, in connection with the Channel Tunnel works, beyond ordinary low-water mark, without the consent of the Board of Trade. The order referred to enabled the defendants, subject to the supervision of the Board of Trade, to execute any works which might be necessary for the purposes of draining and ventilating the tunnel. On the 17th of July last an inspection was made on behalf of the Board of Trade, when it was found that the boring had been carried 600 yards beyond the low-water mark, and from the report made by Colonel Yolland it appeared that the works had been carried seventy-two yards further since the date of the order of Kay, J., but the defendants only admitted having carried the works a distance of thirty-two yards since that order. NORTH, J., upon it being stated by the Attorney-General that there was no desire to proceed to extremities with the defendants, but only to protect the rights of the Crown and to uphold the order of the court, said that the defendants had, so far as they admitted

carrying the tunnel for a distance of thirty-two yards, acknowledged the breach of the injunction with which they were charged. An order was then made that, upon the defendants giving an undertaking not to use the boring machine for any purpose whatever, unless with the written consent of the Board of Trade, the motion should be adjourned *sine die*, and that the costs of the motion should be costs in the action.—SOLICITORS, *Solicitor to the Board of Trade; Fowler & Perks; Stevens.*

PRACTICE—CERTIORARI—EX PARTE APPLICATION.—In the case of *In re The Bwage United Tin Mines Company*, also before NORTH, J., on the 16th inst., an application was made *ex parte* for a writ of *certiorari* to remove to the Chancery Division of the High Court an action pending in the Lord Mayor's Court for specific performance of an agreement, on the ground that questions of difficulty were involved in the action. It was submitted that the practice in chancery had been, since the Judicature Acts, assimilated to that at common law, and that it was not necessary to commence an action in the nature of a bill of *certiorari* before making the application (Daniell's Forms, 3rd ed., p. 1000), and that the common practice was to apply *ex parte*. NORTH, J., declined, on an *ex parte* application, to make the order asked for, and also thought that the court should not assist the applicant in any way, as it appeared that the application was made only two days before the day fixed for the trial of the action.—SOLICITORS, *Quick & Bidder.*

NEW ORDERS, &c.

GENERAL ORDER MADE IN PURSUANCE OF THE SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. C. 44).

We, the Right Honourable Roundell Baron Selborne, Lord High Chancellor of Great Britain, the Right Honourable John Duke Lord Coleridge, Lord Chief Justice of England, the Right Honourable Sir George Jessel, Master of the Rolls, and Enoch Harvey, Esq., President of the Incorporated Law Society of Liverpool (being four of the persons in that behalf authorized by the statute 44 & 45 Vict. c. 44), do hereby, in pursuance and execution of the powers given to us by the said statute, and of all other powers and authorities enabling us in that behalf, order and direct in manner following:—

1. This order is to take effect from and after December 31, 1882, except that schedule I. hereto shall not apply to transactions respecting real property, the title to which has been registered under the Acts of 25 & 26 Vict. c. 53, 25 & 26 Vict. c. 67, and 36 & 39 Vict. c. 87.

2. Subject to the exception aforesaid, the remuneration of a solicitor in respect of business connected with sales, purchases, leases, mortgages, settlements, and other matters of conveyancing, and in respect of other business, not being business in any action, or transacted in any court, or in the chambers of any judge or master, is to be regulated as follows—namely:—

(*a.*) In respect of sales, purchases, and mortgages completed, the remuneration of the solicitor having the conduct of the business, whether for the vendor, purchaser, mortgagor, or mortgagee, is to be that prescribed in part I. of the schedule I. to this order, and to be subject to the regulations therein contained.

(*b.*) In respect of leases, and agreements for leases, of the kinds mentioned in part II. of schedule I. to this order, or conveyances reserving rent, or agreements for the same, when the transactions shall have been completed, the remuneration of the solicitor having the conduct of the business is to be that prescribed in part II. of such schedule I.

(*c.*) In respect of business not hereinbefore provided for, connected with any transaction, the remuneration for which, if completed, is hereinbefore, or in schedule II. hereto, prescribed, but which is not, in fact, completed, and in respect of settlements, mining leases or licenses, or agreements therefor, reconveyances, transfers of mortgage, or further charges, not provided for hereinbefore or in schedule I. hereto, assignments of leases not by way of purchase or mortgage, and in respect of all other deeds or documents, and of all other business the remuneration for which is not hereinbefore, or in schedule I. hereto prescribed, the remuneration is to be regulated according to the present system as altered by schedule II. hereto.

3. Drafts and copies made in the course of business, the remuneration for which is provided for by this order, are to be the property of the client.

4. The remuneration prescribed by schedule I. to this order is not to include stamps, counsel's fees, auctioneer's or valuer's charges, travelling or hotel expenses, fees paid on searches to public officers, on registrations, or to stewards of manors, costs of extracts from any register, record, or roll, or other disbursement reasonably and properly paid, nor any extra work occasioned by changes occurring in the course of any business, such as the death or insolvency of a party to the transaction, nor is it to include any business of a contentious character, nor any proceedings in any court, but it shall include law stationer's charges, and allowances for time of the solicitor and his clerks, and for copying and parchment, and all other similar disbursements.

5. In respect of any business which is required to be, and is, by special exertion, carried through in an exceptionally short space of time, a solicitor may be allowed a proper additional remuneration for the special exertion, according to the circumstances.

6. In all cases to which the scales prescribed in schedule I. hereto shall apply, a solicitor may, before undertaking any business, by writing under his hand, communicated to the client, elect that his remuneration shall be according to the present system as altered by schedule II. hereto; but if no such election shall be made, his remuneration shall be according to the scale prescribed by this order.

7. A solicitor may accept from his client, and a client may give to his solicitor, security for the amount to become due to the solicitor for business to be transacted by him, and for interest on such amount, but so that interest is not to commence till the amount due is ascertained, either by agreement or taxation. A solicitor may charge interest at four per cent. per annum on his disbursements and costs, whether by scale or otherwise, from the expiration of one month from demand from the client. And in cases where the same are payable by an infant, or out of a fund not presently available, such demand may be made on the parent or guardian, or the trustee or other person liable.

8. In this order, and the schedules hereto, the following words and expressions shall have the meaning ascribed to them in the 3rd sub-section of section 1 of the Solicitors' Remuneration Act, 1881, viz.:—

Solicitor,
Client,
Person.

SCHEDULE I.

PART I.

Scale of Charges on Sales, Purchases, and Mortgages, and Rules applicable thereto.

SCALE.

	(1.) For the 1st £1,000.	(2.) For the 2nd and 3rd £1,000.	(3.) For the 4th and each subsequent £1,000 up to £10,000.	(4.) For each subsequent £1,000 up to £100,000.*
Vendor's solicitor for negotiating a sale of property by private contract	20s. per £100.	20s. per £100.	10s. per £100.	5s. per £100.
Do., do., for conducting a sale of property by public auction, including the conditions of sale—				
When the property is sold	20s.	10s.	5s.	2s. 6d.
When the property is not sold, then on the reserved price	10s.	5s.	2s. 6d.	1s. 3d.
[N.B.—A minimum charge of £5 to be made whether a sale is effected or not.]				
Do., do., for deducing title to freehold, copyhold, or leasehold property, and perusing, and completing conveyance (including preparation of contract, or conditions of sale, if any)	30s.	20s.	10s.	5s.
Purchaser's solicitor for negotiating a purchase of property by private contract	20s.	20s.	10s.	5s.
Do., do., for investigating title to freehold, copyhold, or leasehold property, and preparing and completing conveyance (including perusal and completion of contract, if any)	30s.	20s.	10s.	5s.
Mortgagor's solicitor for deducing title to freehold, copyhold, or leasehold property, perusing mortgage, and completing	30s.	20s.	10s.	5s.
Mortgagee's solicitor for negotiating loan	20s.	20s.	5s.	2s. 6d.
Do., do., for investigating title to freehold, copyhold, or leasehold property; and preparing and completing mortgage	30s.	20s.	10s.	5s.
Vendor's or mortgagor's solicitor for procuring execution and acknowledgment of deed by a married woman	£2 10s. extra.			

* Every transaction exceeding £100,000 to be charged for as if it were for £100,000.

RULES.

1. The commission for deducing title and perusing and completing conveyance on a sale by auction is to be chargeable on each lot of property, except that where a property held under the same title is divided into lots for convenience of sale, and the same purchaser buys several such lots and takes one conveyance, and only one abstract is delivered, the commission is to chargeable upon the aggregate prices of the lots.

2. The commission on an attempted sale by auction in lots is to be chargeable on the aggregate of the reserved prices. When property offered for sale by auction is bought in and terms of sale are afterwards negotiated and arranged by the solicitor, he is to be entitled to charge commission according to the above scales on the reserved price where the property is not sold, and also one-half of the commission for negotiating the sale. When property is bought in and afterwards offered by auction by the same solicitor, he is only to be entitled to the scale for the first attempted sale, and for each subsequent sale ineffectually attempted, he is to charge according to the present system, as altered by schedule II. hereto. In case of a subsequent effectual sale by auction, the full commission for an effectual sale is to be chargeable in addition, less one-half of the commission previously allowed on the first attempted sale. The provisions of this rule as to commission on sales or attempted sales by auction are to be subject to rule 2.

3. Where a solicitor is concerned for both mortgagor and mortgagee, he is to be entitled to charge the mortgagee's solicitor's charges and one-half of those which would be allowed to the mortgagor's solicitor up to £5,000, and on any excess above £5,000, one-fourth thereof.

4. If a solicitor peruses a draft on behalf of several parties having distinct interests, proper to be separately represented, he is to be entitled to charge £2 additional for each such party after the first.

5. Where a party, other than the vendor or mortgagor, joins in a conveyance or mortgage, and is represented by a separate solicitor, the charges of

such separate solicitor are to be dealt with under the old system as altered by schedule II. hereto.

6. Where a conveyance and mortgage of the same property are completed at the same time, and are prepared by the same solicitor, he is to be entitled to charge only half the above fees for investigating title, and preparing the mortgage deed up to £5,000, and, on any excess above £5,000, one-fourth thereof, in addition to his full charges upon the purchase-money and his commissions for negotiating (if any).

7. Fractions of £100, under £50, are to be reckoned as £50. Fractions of £100, above £50, are to be reckoned as £100.

8. Where the prescribed remuneration would, but for this provision, amount to less than £5, the prescribed remuneration shall be £5, except on transactions under £100, in which cases the remuneration of the solicitor for the vendor, purchaser, mortgagor, or mortgagee, is to be £3.

9. Where a property is sold subject to incumbrances, the amount of the incumbrances is to be deemed a part of the purchase-money except where the mortgagee purchases, in which case the charge of his solicitor shall be calculated upon the price of the equity of redemption.

10. The above scale as to mortgages is to apply to transfers of mortgages where the title is investigated, but not to transfers where the title was investigated by the same solicitor on the original mortgage or on any previous transfer; and it is not to apply to further charges where the title has been so previously investigated. As to such transfers and further charges the remuneration is to be regulated according to the present system as altered by schedule II. hereto. But the scale for negotiating the loan shall be chargeable on such transfers and further charges where it is applicable.

11. The scale for conducting a sale by auction shall apply only in cases where no commission is paid by the client to an auctioneer. The scale for negotiating shall apply to cases where the solicitor of a vendor or purchaser arranges the sale or purchase and the price and terms and conditions thereof, and no commission is paid by the client to an auctioneer, or estate, or other agent. As to a mortgagee's solicitor it shall only apply to cases where he arranges and obtains the loan from a person for whom he acts. In case of sales under the Lands Clauses Consolidation Act, or any other private or public Act under which the vendor's charges are paid by the purchaser, the scale shall not apply.

12. In cases where, under the previous portion of this schedule, a solicitor would be entitled to charge a commission for negotiating a sale or mortgage, or for conducting a sale by auction, and he shall not charge such commission, then he shall be entitled to charge the rates allowed by the first column on all transactions up to £2,000, and to charge in addition those allowed by the second column on all amounts above £2,000 and not exceeding £5,000, and further to charge those allowed by the third column on all amounts above £5,000 and not exceeding £50,000, instead of the rates allowed up to the amounts mentioned in those columns, respectively.

Part II.

Scale of Charges as to Leases, or Agreements for Leases, at Rack Rent (other than a Mining Lease, or a Lease for Building Purposes, or Agreement for the same).

Lessor's solicitor for preparing, settling, and completing lease and counterpart:—

Where the rent does not exceed £100	£7 10s. per cent. on the rental, but not less in any case than £5.
Where the rent exceeds £100 and does not exceed £500	£7 10s. in respect of the first £100 of rent, and £2 10s. in respect of each subsequent £100 of rent.
Where the rent exceeds £500	£7 10s. in respect of the first £100 of rent, £2 10s. in respect of each £100 of rent up to £500, and £1 in respect of every subsequent £100.
Lessee's solicitor for perusing draft and completing	One-half of the amount payable to the lessor's solicitor.

Scale of Charges as to Conveyances in Fee, or for any other Freehold Estate, Reserving Rent, or Building Leases Reserving Rent, or other Long Leases not at Rack Rent (except Mining Leases) or Agreements for the same respectively.

Vendor's or lessor's solicitor for preparing, settling, and completing conveyance and duplicate, or lease and counterpart:—

Amount of Annual Rent.	Amount of Remuneration.
Where it does not exceed £5	£5.
Where it exceeds £5 and does not exceed £50	The same payment as on a rent of £5, and also 20 per cent. on the excess beyond £5.
Where it exceeds £50 but does not exceed £150	The same payment as on a rent of £50, and 10 per cent. on the excess beyond £50.
Where it exceeds £150 ...	The same payment as on a rent of £150, and 5 per cent. on the excess beyond £150.

Where a varying rent is payable, the amount of annual rent is to mean the largest amount of annual rent.

Purchaser's or lessee's solicitor for perusing draft and completing	One-half of the amount payable to the vendor's or lessor's solicitor.

Rules Applicable to Part II. of Schedule I.

As to all Leases, or Conveyances at a Rent, or Agreements for the same, other than Mining Leases and Agreements therefor.

1. Where the vendor or lessor furnishes an abstract of title, it is to be charged for according to the present system as altered by schedule II.

2. Where a solicitor is concerned for both vendor and purchaser, or lessor or lessee, he is to charge the vendor's or lessor's solicitor's charges and one-half of that of the purchaser's or lessee's solicitor.

3. Where a mortgagee or mortgagor joins in a conveyance or lease the vendor's or lessor's solicitor is to charge £1 1s. extra.

4. Where a party other than a vendor or lessor joins in a conveyance or lease, and is represented by a separate solicitor, the charges of such separate solicitor are to be dealt with under the old system as altered by schedule II.

5. Where a conveyance or lease is partly in consideration of a money payment or premium, and partly of a rent, then, in addition to the remuneration hereby prescribed in respect of the rent, there shall be paid a further sum equal to the remuneration on a purchase at a price equal to such money payment or premium.

6. Fractions of £5 are to be reckoned as £5.

SCHEDULE II.

Instructions for and Drawing and Perusing Deeds, Wills, and other Documents.

Such fees for instructions as, having regard to the care and labour required, the number and lengths of the papers to be perused, and the other circumstances of the case, may be fair and reasonable. In ordinary cases, as to drawing, &c., the allowance shall be

For drawing	2s. per folio.
For engrossing	8d. " "
For fair copying	4d. " "
For perusing	1s. " "

Attendances.

In ordinary cases	10 0

In extraordinary cases the taxing master may increase or diminish the above charge if for any special reasons he shall think fit.

Abstracts of Title (where not covered by the above Scale).

Drawing each brief sheet of 8 folios	6 8
Fair copy	3 4

Journeys from Home.

In ordinary cases for every day of not less than seven hours employed on business or in travelling	5 5 0
Where a less time than seven hours is so employed...per hour	0 15 0

In extraordinary cases the taxing master may increase or diminish the above allowance if for any special reasons he shall think fit.

(Signed) Selborne, C.
Coleridge, C.J.
G. Jessel, M.R.
E. Harvey.

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, August 9, the following directors being present:—Mr. P. Rickman in the chair; Messrs. Aaker (Norwich), Brook, Gregory, M.P., Harris (Leicester), Hedger, Janson, Keen, and Smith (Mr. Eiffe, secretary). A sum of £385 was distributed in grants of relief among necessitous solicitors and their families, six new members were admitted to the association, and other general business was transacted.

LEGAL APPOINTMENTS.

Mr. Alfred Chichele Plowden has been appointed Revising Barrister for Oxfordshire. Mr. Plowden was called to the bar at the Middle Temple in Hilary Term, 1870. He practises on the Oxford Circuit, and at the Staffordshire and Shropshire Sessions, and he was appointed recorder of the borough of Wenlock in 1879.

Mr. William Hay Tote, solicitor, of Chepstow, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. John William Cooper, barrister, LL.D., has been appointed a Magistrate for the Borough of Cambridge. Mr. Cooper was educated at Trinity Hall, Cambridge, where he graduated in the third class of the Law Tripos in 1865, and he afterwards proceeded to the degree of LL.D. He was called to the bar at Lincoln's-inn in Trinity Term, 1868, and he is a member of the South-Eastern Circuit, practising locally at Cambridge.

Mr. WILLIAM COCKERELL, barrister, has been appointed a Magistrate for the Borough of Cambridge. Mr. Cockerell was called to the bar at the Middle Temple in Trinity Term, 1865, and he is a member of the South-Eastern Circuit, practising locally at Cambridge. He was recently appointed recorder of the borough of Sudbury.

Mr. CHARLES CARNE LEWIS, solicitor, of Brentwood, Billericay, and Ingatestone, has been elected (without opposition) Coroner for the Southern Division of the County of Essex, in succession to his father, the late Mr. Charles Carne Lewis, senior. Mr. Lewis had acted for sixteen years as his father's deputy. He was admitted a solicitor in 1854, and he is also clerk to the county magistrates at Billericay, and to the Billericay Board of Guardians, and superintendent registrar for the district.

Mr. WILLIAM BARR DANBY, solicitor, of Lincoln, has been elected Clerk to the Lincoln Board of Guardians, Assessment Committee, and Rural Sanitary Authority, on the resignation of his father, Mr. John William Danby. Mr. W. B. Danby was admitted a solicitor in 1877. He is secretary to the Lincolnshire Incorporated Law Society.

Mr. ALFRED GILL, solicitor, of Birkenhead, has been elected Clerk of the Peace for that borough. Mr. Gill is also town clerk of Birkenhead. He was admitted a solicitor in 1872.

Mr. ROBERT MALCOLM KERR, LL.D., judge of the City of London Court, has been appointed a Deputy-Lieutenant for the County of Middlesex.

DISSOLUTIONS OF PARTNERSHIPS.

FREDERICK FOSS and GEORGE FRANCIS LEGG, solicitors, 3, Aberchurch-lane, E.C. (Foss & Legg). August 10. [*Gazette*, Aug. 15.]

ALEXANDER HENRY CLARKE, CYRIL MORTIMER MURRAY RAWLINS, and HERBERT ONSLOW CLARKE, solicitors, Gresham House, Old Broad-street, (Clarke, Rawlins, & Clarke), so far as regards Herbert Onslow Clarke. The business will be continued by the said A. H. Clarke and C. M. M. Rawlins. July 22.

EDWARD STARLING and RICHARD PARROTT, solicitors, 2, Serjeants'-inn, Chancery-lane, London [Starling & Parrott. The said E. Starling will continue the business on his own account. January 1, 1881. [*Gazette*, Aug. 11.]

LEGISLATION OF THE WEEK

HOUSE OF LORDS.

Aug. 10.—*Royal Assent.*

The Royal Assent was given by Commission to the following Bills:—Customs and Inland Revenue; Metropolitan Board of Works (Money); Beer Dealers' Retail Licenses Amendment; Friendly Societies (Quinquennial Returns); Casual Poor; Corn Returns; Settled Land; Conveyancing; Copyright and Musical Compositions; Pier and Harbour Orders Confirmation; Local Government Boards; Gas Provisional Orders Confirmation; Belfast Harbour; Newcastle-upon-Tyne Improvement; Accrington Improvement; Sutton-bridge Dock; Bristol Waterworks; Glamorganshire Canal Railway; Waterford, Dungarvan, and Lismore Railway; Lynn and Fakenham Railway; Tredegar Water and Gas; East London Railway; Moore-street Market and North Dublin City Improvement; Alford and Sutton Tramways; Dundee Gas; Dundee Police and Improvement; Kilsyth and Bonnybridge Railway; Plymouth and Dartmoor Railway; Solway Junction Railway; South Kerry Waste Lands Reclamations; Glasgow Corporation Gas; Great Northern Railway; South London Tramways; Swindon, Marlborough, and Andover Railway; St. Pancras Guardians; Dideot, Newbury, and Southampton Railway; Oswestry and Llangynog Railway; Pontypridd, Caerphilly, and Newport Railway; Dartmouth Harbour; Rhondda and Swansea Bay Railway; Llangammarch, Neath, and Brecon Junction Railway; Manchester Corporation; Mersey Docks and Harbour Board (Overhead Railways); West Metropolitan Tramways; Severn-bridge and Forest of Dean Central Railway; Limehouse Subway; Workington Dock and Harbour; Stratford-upon-Avon, Towcester, and Midland Junction Railway; Busby Water; South-Western Railway; Northampton Corporation; Peckham and East Dulwich Tramways; Great Western Railway (No. 1); Whitland, Cronware, and Pendine Railway; Glasgow City and District Railway; Nottingham Corporation; Rotherham and Bawtry Railway; South-Eastern Railway (Various Powers); Tilbury and Gravesend Tunnel Railway; Corbett Estate; Earl of Aylesford's Estate; Maharajah Duleep Singh's Estate.

Bills Read a Second Time.

Pensions Commutation; Isle of Man (Officers); Parcels Post; Bombay Civil Fund; Labourers' Cottages and Allotments (Ireland).

Bills in Committee.

Wellesley Bridge (Limerick); Educational Endowments (Scotland); Municipal Corporations.

Aug. 11.—*Bills Read a Second Time.*

Militia Acts Consolidation; Reserve Forces Consolidation; Artizans' Dwellings; County Courts (Advocates' Costs); Merchant Shipping (Mercantile Marine Fund); Government Annuities and Insurance.

Bills in Committee.

Bills of Exchange; Labourers' Cottages and Allotments (Ireland); Bombay Civil Fund; Parcels Post; Isle of Man (Officers); Pensions Commutation.

Bills Read a Third Time.

PRIVATE BILLS.—Ionian Bank; Metropolitan Outer Circle Railway; Charing-cross and Waterloo Electric Railway; Beaconsfield, Uxbridge, and Harrow Railway; Dover Harbour.

Bills of Exchange; Labourers' Cottages and Allotments (Ireland); Electric Lighting.

Aug. 14.—*Bills Read a First Time.*

Corrupt Practices (Suspension of Elections); Passenger Vessels Licenses (Scotland); Expiring Laws Continuance; Public Works Loans.

Bills Read a Second Time.

Allotments (Ireland); Turnpike Roads (South Wales).

Bills in Committee.

Merchant Shipping (Mercantile Marine Fund); Artizans' Dwellings Government Annuities and Insurance; County Courts (Costs and Salaries) Militia Acts Consolidation; Reserve Forces Acts Consolidation.

Bills Read a Third Time.

PRIVATE BILL.—Charing-cross and Waterloo Electric Railway.

Municipal Corporations; Poor Law Amendment; Bombay Civil Fund; Pensions Commutation; Wellesley Bridge (Limerick); Parcels Post; Isle of Man (Officers); Educational Endowments (Scotland); County Courts (Costs and Salaries).

Aug. 15.—*Bills Read a First Time.*

Fishery Board (Scotland); Married Women's Property; Ancient Monuments.

Bills Read a Second Time.

Royal Irish Constabulary; Corrupt Practices (Suspension of Elections) Passenger Vessels Licenses (Scotland); Public Works Loans; Prisons Charities; Expiring Laws Continuance.

Bills in Committee.

Allotments; Turnpike Roads (South Wales).

Bills Read a Third Time.

Reserve Forces Acts Consolidation; Militia Acts Consolidation; Artizans' Dwellings; Parcels Post; Government Annuities and Insurance; Merchant Shipping (Mercantile Marine Fund).

Aug. 16.—*Bill Read a First Time.*

Appropriation.

Bills Read a Second Time.

India (Home Charges Arrears); Revenue (Friendly Societies and National Debt); Fishery Board (Scotland).

Bills Read a Third Time.

PRIVATE BILL.—Radstock, Wrington, and Congresbury Railway.

Royal Irish Constabulary; Corrupt Practices (Suspension of Elections); Public Works Loans; Expiring Laws Continuance; Passenger Vessels Licenses (Scotland); Turnpike Roads (South Wales); Prison Charities.

HOUSE OF COMMONS.

Aug. 10.—*Bill in Committee.*

Public Works Loans.

Bill Read a Third Time.

Allotments.

Bill Withdrawn.

Corrupt Practices (Disfranchisement).

Aug. 11.—*Bills Read a Second Time.*

Ancient Monuments; Fishery Board (Scotland).

Bills in Committee.

Supreme Court of Judicature (Ireland); Married Women's Property; Passenger Vessels Licenses (Scotland); Corrupt Practices (Suspension of Elections); Merchant Shipping (Colonial Inquiries); Citation Amendment (Scotland).

Bills Read a Third Time.

Passenger Vessels Licenses (Scotland); Corrupt Practices (Suspension of Elections); Expiring Laws Continuance; Royal Irish Constabulary

Bills Withdrawn.

Registry of Deeds (Middlesex); Ballot Act Continuance and Amendment.

Aug. 12.—*Bill Read a First Time.*

Appropriation.

Bills Read a Second Time.

India (Home Charges Arrears); Sale of Intoxicating Liquors on Sunday (Cornwall).

Aug. 14.—*Bill Read a Second Time.*

Appropriation.

Bill in Committee.

East India (Home Charges Arrears).

Bills Read a Third Time.

Merchant Shipping (Colonial Inquiries); East India (Home Charges Arrears).

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BOGNOR BRICK AND TILE COMPANY, LIMITED.—Chitty, J., has fixed Tuesday, Aug. 22, at 11.30, at the chambers of Hall, V.C., for the appointment of an official liquidator

NEW ZEALAND LAND CORPORATION, LIMITED.—Creditors are to send their names and addresses, and the particulars of their debts or claims, to Mr. Baker Philip Daniels, 7, Poultry. Creditors residing in Europe, Oct. 22; to be adjudicated upon, Nov. 2 at 12. Creditors not in Europe, Jan. 24, 1883; to be adjudicated upon, Feb. 21, 1883, at 12

WALA WYNAAD INDIAN GOLD MINING COMPANY, LIMITED.—Chitty, J., has fixed Tuesday, Aug. 22, at 13, at the chambers of Hall, V.C., for the appointment of an official liquidator

[*Gazette*, Aug. 11.]

OLD OWLACOMBE MINES, LIMITED.—By an order made by Kay, J., dated Aug. 4, it was ordered that the mines be wound up. Powell, Essex st, Strand, solicitor for the petitioner

PROVINCE OF VICENZA STEAM TRAMWAY COMPANY, LIMITED.—By an order made by Chitty, J., dated Aug. 5, it was ordered that the company be wound up. Bellamy and Co, Bishopsgate st Within, solicitors for the petitioner

[*Gazette*, Aug. 15.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

COMMERCIAL DEPOSIT COMPANY, LIMITED.—Petition for winding up, presented Aug. 10, directed to be heard before the Vice-Chancellor, at his private residence, The Cliffe, Nantwich, on Aug. 21. Sephton, Liverpool, solicitor for the petitioners

SNYDALE HALL COLLIERY COMPANY, LIMITED.—By an order made by the Vice-Chancellor, dated Aug. 8, it was ordered that the company be wound up. Mather, Liverpool, solicitor for the petitioners

[*Gazette*, Aug. 11.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

CARDELL, JOHN, Bosence, St. Erth, Cornwall. Sept 20. Pope v Cardell, Chitty, J. Cornish, Penzance

[*Gazette*, Aug. 8.]

BIRCH, JEREMIAH, Otley and Swilland, Suffolk, Farmer. Sept 20. Roe v Birch, Chitty, J. Brooke, Woodbridge

BLAKEWAY, CAROLINE, Linton st, New North rd. Oct 1. Kendall v Morrison, Kay, J. Child and Son, South sq, Gray's inn

CASTLE, FREDERICK AUGUSTUS, St Mark's sq, West Hackney, Ale Merchant. Oct 2. Castle v Castle, Chitty, J. Attlee, Billiter sq

DICKS, JOHN THOMAS, The Lindens, Grove pk, Chiswick, Publisher. Oct 1. Dicks v Dicks, Hall, V.C. Winter and Co, Bedford row

GADD, GEORGE THOMPSON, Halifax, Gentleman. Oct 1. Eastwood v Clark, Bacon, V.C. Walsham, Halifax

HARRIMAN, WILLIAM, Newcastle upon Tyne, Fire Brick Manufacturer. Oct 1. Graham v Robson, Chitty, J. Davies, Newcastle upon Tyne

HARVEY, JAMES WATKIN, Abergavenny, Monmouth. Oct 1. Harvey v Harvey, Bacon, V.C. Baker, Abergavenny

HOBBS, ANNE, Bath. Oct 1. Hobbs v Cullum, Chitty, J. Millett, Old Palace yd, Westminster

JONES, SAMPSON, Rotherham, York, Innkeeper. Oct 1. Adkins v Webster, Chitty, J. Marsh, Rotherham

JONES, WILLIAM, Bedford, Gentleman. Oct 1. Griffin v Porter, Chitty, J. Porter, Bedford

LOFT, Rev SAMUEL JORDAN, Bradninch, Devon, Clerk. Oct 1. Graham v Graham, Chitty, J. Robinson, Mitre ct chambers, Temple

PIKE, FRANCIS CHRISTOPHER VERNON, Canonbury lane, Solicitor. Sept 30. Pike v Pike, Bacon, V.C. Smith, Lincoln's inn fields

ROBSON, JAMES, Tanshelf, Pontefract, York. Sept 30. Whitting v Senior, Kay, J. Atkinson, Pontefract

SOUTH, EDWARD, Brisbane, Queensland, Gentleman. Jan 11. Walker v Towse, Chitty, J. Marchant, George yd, Lombard st

TATCHELL, ELIZABETH, Wantage, Berks. Sept 30. Richards v Mills, Kay, J. Brabant, Gray's inn sq

THOMPSON, JOHN, Asquith Bottom, Sowerby Bridge, Halifax, Presser. Sept 20. Baxter v Thompson, Chitty, J. Ingram, Halifax

WEBB, JOSIAH JOSEPH, Southsea, Southampton, Gentleman. Sept 30. Webb v Webb, Kay, J. Donnithorne, Fareham

WRIGHT, ELIZABETH, Besthorpe, Norfolk. Sept 20. Standley v Johnson, Chitty, J. Pomeroy, Wymondham

[*Gazette*, Aug. 11.]

AITKEN, GEORGE HENRY, George st, Portman sq, Baker. Sept 20. Henderson v Aitken, Chitty, J. Shaw, Furnival's inn

BULL, JOHN PANNETT, Turnham Green, Esq. Sept 20. How v Bull, Chitty, J. Harries, Coleman st

COLLINS, WILLIAM DAVIS, Leytonstone, Essex, Esq. Nov 1. Collins v Collins, Kay, J. Plunkett and Leader, St Paul's churchyard

HAIR, JOHN, Barrow-on-Humber, Brick Manufacturer. Oct 2. Todd v Hair, Kay, J. Mills, Beverley

HARTE, EDWARD WILLIAM, St Ann's ter, St John's Wood, Gent. Oct 1. Ormandy v Cullen, Chitty, J. Carr, Vigo st, Piccadilly

HEMINGWAY, JOSEPH, Mirfield, York, Grocer. Sept 15. Rushforth v Walker, Fry, J. Ibberson, Dewsbury

HOLLINS, GEORGE, Low Ackworth, near Pontefract, York, Yeoman. Oct 3. Denby v Swift, Chitty, J. Kenyon, Thorne

HOWELLS, THOMAS, Llanelly, Carmarthen, Shipowner. Oct 2. Perpetual Investment Building Society v Howells, Kay, J. Howell, Llanelly

JONES, ANN, Faversham, Kent. Oct 20. Dennison v Coulter, Kay, J. Norwood, Charing, near Ashford

LENTON, GEORGE, Abbotsley, Huntingdon, Farmer. Oct 2. Lenton v Lenton, Kay, J. Wade-Gery, St Neots

LOWSLEY, HARRIOTT, Weston-super-Mare. Oct 16. Hoole v Lyons, Kay, J. Kearsey and Parsons, Stroud

MAISEY, CHARLES WILLIAM, Cheltenham, Secretary to a Building Society. Oct 1. Maisey v Maisey, Bacon, V.C. Taynton, Gloucester

MCCOWAN, LUCY PENELOPE, Walton-on-Thames. Oct 30. McCowan v McCowan, Kay, J. Alexander, Ely place

NORTON, GEORGE, Sandall rd, Camden Town, Dealer in Articles of Vertu. Aug 25. Newton v Norton, Registrar, Brentford. Hadley and Garland, Queen Victoria st

OLDFIELD, THOMAS ALBION, Tufnell park rd, Islington, Gent. Sept 30. Oldfield v Carritt, Kay, J. Carritt, Fenchurch st

SYKES, JOSEPH, Bottomley, near Halifax, Farmer. Sept 30. Sykes v Sykes, Kay, J. Symonds, Ripponden, near Halifax

WESTMAL, Dame MARY ANN, Hove, Sussex. Sept 21. Gore v Tottenham, Kay, J. Hill and Co, Brighton

[*Gazette*, Aug. 15.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

BECKWITH, JESSIE HENRIETTA, Great Malvern, Worcester. Aug 27. Darley and Cumberland, John st, Bedford row

BOLLING, THOMAS, Bristol, Confectioner. Sept 20. Burges and Co, Bristol

BOYS, MAJOR HENRY, Upper Deal, Kent. Sept 30. Holt, Guildford st, Russell sq

BRIGHT, GEORGE, Loughborough rd. Sept 1. Savidge and Steward, Eastcheap

BUCKLEY, JOSEPH, Southport, Lancaster, Gent. Sept 1. Oakes, Southport

CARTER, CATHERINE, Rochester, Kent, Refreshment Contractor. Sept 12. Sismey, Serjeants' inn, Fleet st

COOKE, CAROLINE, Tonbridge, Kent. Sept 1. Alleyne and Walker, Tonbridge

COULSON, WILLIAM STEPHEN, Deptford, Kent, Timber Dealer. Aug 31. Lockyer, Deptford

CRITCHLEY, MARGARET, Bowdon, Chester. Sept 14. Earle and Co, Manchester

FRYER, MICHAEL EDWIN, Wetherby, York, Watchmaker. Aug 31. Coates, Wetherby

GOODE, JOHN THOMAS, Handsworth, Stafford, Gold Chain Manufacturer. Sept 23. Clarke and Co, Birmingham

HICK, SAMUEL, Leeds, Gent. Oct 3. Bointon, Leeds

HICKMAN, DEVEREUX HENRY, Popstone rd, Earl's Court, Lieutenant-Colonel. Sept 16. Young and Co, Poultry

HILL, HENRY, Brighton. Sept 30. Cowdell and Co, Budge row, Cannon st

HIRONS, GEORGE, Charlbury, Oxford, Farmer. Sept 1. Wilkins, Chipping Norton

HUGHES, WILLIAM BULKELEY, St George's sq, Esq, M.P. Aug 31. Hughes and Pritchard, Bangor

HUNTER, THOMAS COULTON, Peaseholmes, nr Barrow in Furness, Lancaster, Contractor Sept 29. Pearson, Barrow in Furness

HYDE, WILLIAM, Bilston, Staffordshire. Aug 20. Hall, Bilston

JOHNSON, THOMAS, Avenue rd, Regent's pk, Esq. Nov 1. Arkcoll and Cockell, Tooley st, Southwark

KARKEEK, EDWIN, Truro, Cornwall, Gentleman. Aug 25. Hodge and Co, Truro

PAYNE, WILLIAM, Oxford, Upholsterer. Sept 13. Mallam, Oxford

PETER, ROBERT, Victoria pk rd, Shipowner. Sept 29. Swepstone, Lime st

RAMSDEN, ANN, Stubbing, Lancaster, Innkeeper. Aug 22. Knowles and Thompson, Newchurch, nr Manchester

ROBINSON, MARTHA, High Harrington, Cumberland. Sept 1. Brockbank and Co, Whitehaven

SMITH, PAUL, Stone, Staffordshire, Gentleman. Sept 27. Saben, Stone

TUCKER, JOHN SCOTT, Dover, Kent, Civil Engineer. Sept 1. Fallows, Lancaster pl, Strand

WILLIAMS, HENRY, White Lion st, Sloane sq, Chelsea, Draper. Aug 25. Pittis, Newport, Isle of Wight

[*Gazette*, Aug. 1.]

BODDY, GILL, Liverpool, Merchant. Sept 30. Deane, Liverpool

BROWN, GEORGE HENRY, South Norwood Hill, Surrey, Audit Clerk. Sept 1. Collens, Gresham buildings, Guildhall

CALLEJA, GIOVANNI, Peninsula and Oriental Steam Navigation Company, Mariner. Sept 7. Boxall and Boxall, Chancery lane

CATTO, JANETTA GALL, Hartland, Devon. Sept 1. Rooker and Bazeley, Bideford

CLARK, WILLIAM, Millbrook, Southampton, Gent. Sept 9. Robins, Southampton

COLLINS, GEORGE, Kingsgate st, Holborn, Builder. Sept 15. Watson, Southampton buildings, Chancery lane

COOKE, GEORGE, Maidstone, Kent, Gent. Sept 20. Hughes and King, Maidstone

DAMON, ELIZABETH LOVELL, Dorchester, Dorset. Sept 1. Andrews and Co, Dorchester

DAUNCEY, OSBORNE, Wotton-under-Edge, Gloucester, Solicitor. Sept 29. Dauncey and Co, Wotton-under-Edge

DIXON, JOHN, York, Gent. Oct 14. Crumbie, York

EVERITT, JAMES, Norwich, Esq. Oct 2. Copeman and Ladell, Norwich

FLOWER, ANN, Durnford, Wilts. Sept 1. Whatman, Salisbury

FOWLER, WALTER TREWREN, Harrogate, York, Gent. Sept 18. Chamberlain, Basinghall street

LEVI, SARAH MORDECAI, Birmingham. Oct 1. Reece and Co, Birmingham

LIGHTFOOT, JANE, Melton Mowbray, Leicester. Sept 1. Adam and Son, Oakham

LOOMES, SAMUEL, Cromwell crescent, Kensington, out of business. Sept 27. Dodd, New Broad st

MACKENZIE, ANNE FORBES ROSS, Bournemouth. Sept 22. Mackenzie, Colby road, Upper Norwood

MEW, HENRY, Newport, Isle of Wight, Hotel Keeper. Aug 26. Buckell, Newport

MORRIS, JAMES, Cadogan place, Esq. October 1. Freshfields and Williams, Bank buildings

MORRIS, MARY, Oswestry, Salop. Oct 1. Minahalls and Parry-Jones, Oswestry

POPE, TIMOTHY JOHN, Rochester, Kent, Gent. Sept 1. Greathead, Rochester

ROBERTS, ELIZABETH, Guilsborough, Northampton. Sept 29. Watson and Baxter, Lutterworth

SANDFORD, THOMAS, Grasmere, Westmorland, Gent. Sept 23. Thomson and Wilson, Kendal

SWARBRICK, ROBERT, Manchester, Engineer. Aug 29. Crofton, Manchester

TAYLOR, JAMES DEAN, Portsea, Hants, Gent. Sept 9. Bolitho, Portsea

WARDELL, HARRIETT, Bridlington Quay, York. Nov 1. Turnbull and Co, Scarborough

WILSON, JOHN, Ravenstonedale, Westmorland, Yeoman. Aug 28. Preston, Kirkby Stephen

WILSON, RICHARD, Kendal, Westmorland, Farmer. Sept 19. Bolton, Kendal

YOUNG, JOHN LAWFORD, Blomfield rd, Maida Vale, Esq. Sept 1. Leathes and Maynard, Langham place, Portland place

[*Gazette*, Aug. 4.]

ALMOND, ELIZABETH, Darlington, Durham. Sept 4. Barron, Darlington

ARMSTRONG, JOHN, Distington, Cumberland, Yeoman. Sept 4. Brockbank and Co, Whitehaven

BARTLETT, JAMES JOYCE, Wimbourne Minster, Dorset, Ironfounder. Sept 9. Tanner, Wimborne

BOXALL, JOHN, Guildford, Surrey, Auctioneer. Sept 30. Mellersh, Godalming

CARR, WILLIAM JAMES, Langroyd, near Colne, Lancaster. Sept 18. Parker and Stocks, Manchester

COLLIER, G L, Myddleton st, Clerkenwell, Licensed Victualler. Aug 24. Pope, Great James st, Bedford row

COOKE, CAROLINE, Tonbridge, Kent. Sept 1. Alleyne and Walker, Tonbridge

DRIVER, ALFRED JOHN, Stroud, Gloucester, Solicitor. Aug 31. Heslas and Davis, Stroud

FARQUHAR, ALEXANDER BARCLAY, Celosia, Elizabeth Bay, near Sydney, New South Wales, Gent. Sept 1. Slade, jun, New ct, Carey st

GRAFTON, the Most Noble WILLIAM HENRY, Duke of, Thetford, Suffolk. Oct 7. Farrer and Co, Lincoins inn fields

GRINDROD, EDWARD, Rochdale, Lancaster, Licensed Victualler. Sept 5. Roberts, Rochdale

HARVEY, JAMES, Devon, Staff Surgeon. Sept 1. Bultese and Rowe, Plymouth

HAUGHTON, HENRY, Dukinfield, Chester, Gent. Sept 9. Booth, Ashton-under-Lyne

HICKS, MARY JOY, Coventry. Sept 25. Reep and Co, Queen st place

HUTTON, JOHN, Barton-upon-Humber, Lincoln, Ironmonger. Sept 12. Laverack, Hull

JACKMAN, EDWARD, Gt Yarmouth, Twinespinner. Sept 20. Wiltshire, Gt Yarmouth

JEREMY, THOMAS, Colorado, U.S., Grocer. Sept 20. Tennant and Jones, Aberavon

JONES, WILLIAM, Glandwr, Merioneth, Esq. Sept 13. Jones, Crosby sq

LAFFAN, Sir ROBERT MICHAEL, Otham Lodge, Kent. Sept 14. Etherington, Lincoln's inn fields

LANG, THOMAS, Bristol, Iron Merchant. Sept 21. Brittans and Co, Bristol

LOWE, JOHN, Stockport, Chester, Retired Hairdresser. Sept 10, Grundey, Stockport

MACDUFF, WILLIAM, Hambledon, Surrey, Artist. Oct 1. Mellersh, Godalming
MACLEAN, WILLIAM STRACHAN, Hanover ter, Kensington park, Esq. Sept 16. Parkers, Bedford row
MOOR, Colonel FREDERICK, East Grinstead, Sussex. Sept 20. Hastie, East Grinstead
NIX, SAMUEL, Blackheath park, Gent. Sept 7. Nix, King st, Cheapside
PERRINGTON, THOMAS, Halifax, York, Architect. Sept 19. Boocock, Halifax
PRATT, ELIZABETH, Chatham, Kent. Sept 13. Lydall, Southampton bldgs, Chancery lane
RALLI, ANTONIO ALEXANDER, Westbourne ter, Hyde park, Foreign Banker. Sept 15. Markby and Co, Coleman st
SCARR, WILLIAM, Todmorden, Lancaster, Stone Mason. Oct 1. Foster and Co, Halifax
WILKS, MATTHIAS BUCKWORTH, Grosvenor st, Grosvenor sq, Esq. Sept 11. Soames, Lincoln's inn fields
WINSOR, CHARLES, Canterbury. Sept 25. Reep and Co, Queen st place
WYLIE, DAVID, Skipton, York, Draper. Sept 30. Wright, Skipton
YOUNG, MATTHEW, Leeds, Commission Agent. Sept 30. Middleton, Leeds
[*Gazette*, Aug. 8.]

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HUBBARD.—Aug. 14, at No. 5, The Cloisters, Gordon-square, the wife of George Robert Hubbard, solicitor, of 40, Chancery-lane, of a son.
KING.—Aug. 15, at Park College, New Barnet, the wife of G. Welby King, barrister-at-law, of a son.

MARRIAGES.

LOWREY—SHAW.—Aug. 14, at St. Mary Abbott's, Kensington, Francis Lowrey, barrister-at-law, to Marie de los Dolores, daughter of J. Whitworth Shaw, of Birmingham.
JEFFERY—BARBER.—Aug. 8, at Streatham, George Ernest Jeffery, barrister-at-law, of 2, New-square, Lincoln's-inn, to Mary Louisa, daughter of the late Frederick Barber, Southfield Lodge, Streatham.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Aug. 11, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proof of debts to the Registrar.

To Surrender in London.

Phillips, Edward Nunes, Leadenhall st, Metal Agent. Pet Aug 5. Pepys. Aug 23 at 12.30

To Surrender in the Country.

Allmark, Samuel, Blackpool, Lancaster, Joiner. Pet Aug 9. Campbell Hulton. Preston, Aug 25 at 11
Alway, James, Bristol, Licensed Victualler. Pet Aug 10. Harley. Bristol, Aug 24 at 2
Beck, Edwin, Worcester, Baker. Pet Aug 9. Beale. Worcester, Aug 24 at 11
Douglass, William, Ebchester, Durham, Grocer. Pet Aug 9. Daggett. Newcastle, Aug 23 at 11
Dugdale, Robert, Manchester, Cloth Agent. Pet Aug 9. Lister. Manchester, Aug 28 at 3
Herd, Stephen, Thorpe, York, Farmer. Pet Aug 4. Garnett-Orme. Bradford, Aug 24 at 12
Morgan, Thomas, Seacombe, Chester, Draper. Pet Aug 9. Williams, Birkenhead, Aug 24 at 11
Newman, Woolf, Manchester, Dealer in Pictures. Pet Aug 5. Lister. Manchester, Aug 21 at 2
Reay, Joseph, Workington, Cumberland, Farmer. Pet Aug 9. Musgrave. Cockermouth, Aug 24 at 12
Selby, Samuel, Manchester, Merchant. Pet Aug 9. Lister. Manchester, Aug 28 at 3
Tinn, Thomas (erroneously described in the London Gazette as Thomas Linn), Jarrow, Durham, Grocer. Pet July 22. Ingledew. Newcastle, Aug 26 at 11

TUESDAY, Aug. 15, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Badkin, Frederic Conrad, Strand, Law Stationer. Pet Aug 11. Brougham. Aug 30 at 12
Hann, Robert Barnicott, Clifton villas, Paddington, of no occupation. Pet Aug 11. Brougham. Aug 30 at 11
Wilson, Charles, Fleet st, Billiard Table Proprietor. Pet Aug 10. Pepys. Sept 1 at 11

To Surrender in the Country.

Ambler, Samuel, Rowell, Northampton, Grocer. Pet Aug 12. Faulkner. Northampton, Sept 9 at 11
Austin, John, Kingston, Surrey, Seed Merchant. Pet Aug 10. Bell. Kingston, Aug 25 at 4
Barker, Peter, Lowestoft, Lodging-house Keeper. Pet Aug 8. Worlledge. Great Yarmouth, Aug 28 at 11
Cove, Alfred, Watford, Hertford, Grocer. Pet Aug 11. Edwards. St Albans, Aug 30 at 3
Leighfield, William, Wootton Bassett, Wilts, of no occupation. Pet Aug 9. Townsend. Swindon, Aug 28 at 11
Pitcher, Douglas, Brighton, Wine and Spirit Merchant. Pet Aug 10. Jones. Brighton, Aug 29 at 11
Robinson, William Toyn, Sleaford, Boston, Lincoln, Draper. Pet Aug 9. Staniland. Boston, Aug 26 at 12
Schofield, James, Kirkheaton, York, Innkeeper. Pet Aug 10. Jones. Huddersfield, Aug 28 at 11
Smith, Edwin, Hereford. Pet Aug 12. Carless, jun. Hereford, Sept 6 at 10
Taylor, R., Bristol, Shoe Manufacturer. Pet Aug 14. Harley. Bristol, Aug 28 at 2

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 11, 1882.

Hart, James, Birmingham, Travelling Draper. Aug 3
Jessop, Robert Samuel, and Matthew John Jessop, Holborn Viaduct, Wholesale Jewellers. Aug 9

TUESDAY, Aug. 15, 1882.

Maggs, Oliver, Bourton, Dorset, Flax Spinner. Aug. 8

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug. 11, 1882.

Abram, Thomas, Runcorn, Chester, out of business. Aug 23 at 3 at office of Davies and Co, Market pl, Warrington
Atkins, Henry, Upland rd, East Dulwich, Grocer. Aug 23 at 12 at office of Reader, 151, Strand
Baker, Austin Herbert, Kington Magna, Dorset, Baker. Aug 19 at 1 at office of Venn, Wincanton
Barton, Frank, Basingstoke, Hants, Horse Dealer. Aug 29 at 11 at office of Webb and Lear, Cross st, Basingstoke
Bedford, Charles John Roland, Odsey, Royston, Cambridge, Gent. Sept 4 at 3 at office of Wilkins, King's Arms yard
Bennett, Philip, and Charles Bennett, Bodmin, Cornwall, Tailors. Aug 21 at office of Collins, Broad st, Bristol, in lieu of the place originally named
Bishop, Alfred, Bridge pl, Teddington, Grocer. Aug 26 at 3 at office of Sherrard, Lincoln's-inn-fields
Burgis, Frank, Darlington, Durham, Provision Merchant. Aug 28 at 3 at office of Wilkes and Wilkes, Northgate, Darlington
Castle, George, Hertford, Builder, Aug 28 at 2 at office of Norton, Queen st, Cheapside
Chatwin, John, Hulme, Manchester, Provision Dealer. Aug 24 at 3 at office of Sutton and Elliott, Fountain st, Manchester
Cookson, Frederick Nestfield, Lock Maker, Wolverhampton. Aug 24 at 12 at office of Sharp, Colmore row, Birmingham. Ryland and Co, Cannon st, Birmingham
Cross, William Henry, Kingston-upon-Hull, Tailor. Aug 19 at 3 at office of Singleton, Cogan's chmbrs, Bowlalley-lane, Kingston-upon-Hull
Davies, David, Carmarthen, Horse Dealer. Aug 29 at 10.30 at office of Walters, St Mary st, Carmarthen
Dewrance, William, Barrow-in-Furness, Clothier. Aug 25 at 3 at Grosvenor Hotel, Deansgate, Manchester. Clarke, Preston
Doughty, Thomas, Birmingham, General Dealer. Aug 23 at 3 at office of Glaisyer, Waterloo st, Birmingham
Duffield, Robert Stalley, New Brompton, Kent, Watchmaker. Aug 31 at 3 at King's Head Hotel, High st, Rochester. Stephenson, Rochester
Edwards, Lindley, Sidney st, Mile End, Cowkeeper. Aug 30 at 11 at office of Cooke, Gray's-inn-sq
Emery, Edward, Cobridge, Burslem, Stafford, Joiner. Aug 22 at 11.30 at office of Sherratt, Kidsgrove
Garner, Thomas, Leeds, Grocer. Aug 25 at 11 at Law Institution, Albion pl, Leeds. Addyman, Leeds
Gate, Daniel, and William Gate, Frisington, Cumberland, Joiners. Aug 25 at 11 at office of Webster, Queen st, Whitehaven
Greatrex, Thomas Joseph, Edgware rd, Cutler. Aug 18 at 12 at office of Sampson, Marylebone rd
Gunn, Thomas, Great Dunmow, Essex, Higgler. Aug 24 at 2 at office of Moss, Gracechurch st
Hand, Peter, North Cockington, Lincoln, Farmer. Aug 26 at 11 at office of Tweed and Co, Saltergate, Lincoln
Harpin, George William, Milnsbridge, Huddersfield, Builder. Aug 23 at 3 at office of Ainley, New st, Huddersfield
Hawksworth, Thomas, Liverpool, Licensed Victualler. Aug 24 at 2.30 at office of Quinn and Sons, Lord st, Liverpool
Haynes, George, Louth, Lincoln, Plumber. Aug 23 at 4 at office of Falkner and Owen, Eastgate, Louth
Herrick, Henry, Stamford st, Blackfriars, Auctioneer. Aug 21 at 2 at office of Kingdon, Lawrence lane, Cheapside
Hind, William Anderson, Burton upon Stather, Lincoln, Farmer. Aug 23 at 12 at Yarborough Hotel, Great Grimsby. Stephenson and Mountain, Great Grimsby
Hopper, Fewson, Kingston upon Hull, Bacon Factor. Aug 25 at 3 at Incorporated Law Society, Lincoln's inn bldgs, Kingston upon Hull
Hutchinson, John, Stockton on Tees, Painter. Aug 25 at 11 at office of Hunton and Bolsover, High st, Stockton on Tees
Jacobs, Julius, Sunderland, Durham, Clothier. Aug 24 at 10 at Sunderland County Court, Sunderland. Scott, South Shields
Jones, Francis, Brymbo, Wrexham, Farmer. Aug 26 at 12 at office of Bradley, Hope st, Wrexham
Jones, George, Whitmore Reanes, Wolverhampton, Licensed Victualler. Aug 30 at 3 at office of Umbers, Bilston st, Wolverhampton
Key, William Henry, Rhyl, Flint, Dental Surgeon. Sept 1 at 12 at Albion Hotel, Chester. Davies and Roberts, Rhyl
Mahon, James, Burslem, Stafford, Egg and Butter Dealer. Aug 29 at 11 at St John's chbrs, Queen st, Burslem. Tomkinson and Furnival
Marsh, John, Blackburn, Lancaster, Engraver. Aug 25 at 3 at office of Malam, Exchange Flags, Blackburn
Mathias, Henry, Fishguard, Pembroke, General House Decorator. Aug 18 at 11.30 at office of Jones, Victoria place, Haverfordwest
Maw, Thomas, Leeds, Sauce Manufacturer. Aug 29 at 3 at office of Brooks, East parade, Leeds
Messiter, William Williams, and Edward Wade Messiter, Ealing Dean, Timber Merchants. Sept 1 at 2 at Inns of Court Hotel, Lincoln's inn fields. Woulfe and Son, Lincoln's inn fields
Neale, Anna Maria, Batcombe, Somerset. Aug 26 at 11 at office of Clark, Union st, Bath
Parker, Richard Theophilus, Preston, Lancaster, Steel Merchant. Aug 23 at 3 at office of Higson, Lune st, Preston
Peacock, Henry, jun, Gt Ayton, York, Stationer. Aug 21 at 3 at office of Draper, Finkle st, Stockton-on-Tees
Pennington, John, Little Marlow, Buckingham, Farmer. Aug 23 at 3 at office of Rawson and Awdry, Gt Marlow
Prime, Henry Burton, Loughborough rd, Builder. Aug 18 at 12 at office of Ody, Blackfriars rd
Quin, James, Workington, Cumberland, Draper. Aug 25 at 3 at office of Attar, New Lowther st, Whitehaven
Rankin, George Herdman, Bristol, Bookseller. Aug 23 at 12 at office of Benson and Carpenter, Bank chmbrs, Corn st, Bristol
Rayner, Edward, Lynsted, Kent, Fruiterer. Sept 5 at 11 at office of Gibson, West st, Sittingbourne
Reid, Robert, Farnworth, Lancaster, Travelling Auctioneer. Aug 24 at 3 at office of Johnson, Brazennose st, Manchester
Robson, William, Workington, Cumberland, Grocer. Aug 25 at 12 at office of Fidler, Bridge st, Workington
Russell, Charles, Pallant, Hants, Baker. Aug 26 at 3 at Bear Hotel, Havant. Janman, East Pallant
Rutt, William, Langford, Bedford, Market Gardener. Aug 24 at 2 at Crown Inn Biggleswade. Willis, Walbrook
Short, Thomas, Birmingham, Ironfounder. Aug 25 at 11 at office of Ansell, Waterloo st, Birmingham
Sinclair, Jacob Christian, Bromley st, Stepney, Trinity Pilot. Aug 23 at 12 at office of Harvey and Co, Old Jewry. Grueber, Finsbury sq bldgs
Slater, William, Frederick Slater, and John Slater, Sheffield, Knife Cutlers. Aug 24 at 4 at office of Binney and Co, Hoole's chmbrs, Sheffield
Stevenson, Thomas, Castleton-by-Rochdale, Stone Mason. Aug 24 at 3 at office of Heap, Lord st, Rochdale
Symes, William Scott, Brampford Speke, Devon, Butcher. Aug 23 at 11 at office of Andrew, Bedford circus, Exeter. Lawless, Mount Radford
Taylor, Charles Edwin, Tunbridge Wells, Hatter. Aug 24 at 12 at office of Ladbury and Co, Cheapside. Cripps, Tunbridge Wells
Thomas, William, Ddwyllg issa, Flint, Farmer. Aug 26 at 3 at office of Roberts, Hall sq, Denbigh
Turner, William Henry, Melincrythan, Glamorgan, Builder. Aug 22 at 11 at office of Davies, Alma pl, Neath
Warrilow, William, Birmingham, Boot Manufacturer. Aug 21 at 3 at office of Francis, Moor st, Birmingham

Watson, Charles, Ash next Sandwich, Kent, Grocer. Aug 31 at 2 at Guildhall Coffee House, Gresham st. Sparkes, Sandwich
Watson, James, King's rd, Canning Town, Baker. Aug 30 at 3 at Masons' Hall Tavern, Basinghall st. Lewis, Stratford
Yeoman, Isaac, Birmingham, Hatter. Aug 25 at 12 at office of Betton and Adcock, Waterloo st, Birmingham

TUESDAY, Aug. 15, 1882.

Adams, Harry, Devonport, Devon, Baker. Aug 25 at 11 at Bank of England chmbrs, Plymouth. Square and Co, Plymouth
Bland, Thomas Henry, Leicester, Builder. Aug 30 at 3 at office of Hincks, Bowling Green st, Leicester
Bradley, John, Bradford, Plasterer. Aug 29 at 3 at office of Wilkinson, Kirkgate, Bradford
Brace, Thomas, Chipping Campden, Gloucester, Tailor. Aug 25 at 1.30 at Lygon Arms, Chipping Camden. Barker, Moreton in Marsh
Canty, William, Woolwich, Kent, Tobacconist. Aug 28 at 3 at office of Christmas, Welbrook
Champion, Edric Parker, Pancras lane, China Door Furniture Dealer. Sept 4 at 3 at office of Sturt, Ironmonger lane
Clifton, Arthur, Orange st, Red Lion sq, Plumber. Aug 29 at 10 at office of Day, Southampton st, Bloomsbury sq
Cohen, Marks, Manchester, Clothier. Aug 26 at 3 at office of Rideal, Brasenose st, Manchester
Cole, Edward, Bath, Milliner. Aug 28 at 11.30 at Arundel Hotel, Arundel st, Strand. Tilley, Bath
Collins, William Henry, Ipswich, Suffolk, Cabinet Maker. Aug 30 at 2 at Cannon st Hotel, Cannon st. Jackman, Ipswich
Coomes, John, Cheshunt, Hertford, Farmer. Aug 30 at 3.30 at office of Rumney, Walbrook
Cooper, Charles Greenwood, Marmaduke Cooper, and William Cooper, Leeds, Steel Merchants. Aug 28 at 3 at Law Institute, Albion pl, Leeds. Rider, Leeds
Craven, Thomas, and William Craven, Pendleton, Lancaster, Builders. Aug 30 at 3 at office of Farrar and Hall, Fountain st, Manchester
Cullen, Bernard, Bradford, York, Tailor. Aug 29 at 11 at office of Beverley and Co, Hustlergate, Bradford
Duncan, Archibald, Birkenhead, Chester, Baker. Aug 28 at 3 at office of Leeming, Duncan st, Birkenhead. Hannan and Pugh, Birkenhead
Duncombe, George Grove, Sheldon st, Bishop's rd, Fruiterer. Aug 24 at 3 at office of Foster, Brunswick sq, Bloomsbury
Ellis, Harry Guiver, and Edward Robert Guiver Ellis, Elmar rd, West Green, Tottenham, Builders. Aug 26 at 2 at offices of Dubois, Serjeant's inn, Chancery lane. Dubois and Reid, Pancras lane, Queen st
Evans, William, Knighton, Radnor, Licensed Victualler. Aug 25 at 12 at Norton Arms Hotel, Knighton. Green
Fazakarley, William, Salford, Lancaster, Coal Dealer. Aug 29 at 3 at offices of Hankinson, Manchester
Fennell, Frederick George, Loraine rd, Holloway, Commission Agent. Sept 7 at 2 at offices of Cotton, St Martin's le Grand
Fletcher, James, Heywood, Lancaster, Joiner. Sept 1 at 11 at offices of Leyland, Mosley st, Manchester
Fox, James, Menston, near Leeds, Farmer. Aug 29 at 11 at offices of Butler and Middlebrook, Park sq, Leeds
Gibbins, Elizabeth, and Susannah Mallam, Leamington, Warwick, Drapers. Aug 28 at 3 at offices of Parr and Hayes, Colmore row, Birmingham
Gore, Richard Spencer, Darlington, Durham, Fishmonger. Aug 30 at 11 at offices of Steavenson, Paradise terrace, Darlington
Grueber, Charles George, Finsbury sq bldgs, Finsbury sq, Solicitor. Aug 25 at offices of Turner, Serjeant's inn, Chancery lane, in lieu of the place originally named
Hagon, Charles, Orsett st, Newburn st, Chimney Piece Manufacturer. Aug 24 at 3 at office of Ody, Blackfriars rd
Hall, George, Worcester, Ironmonger. Aug 28 at 11 at offices of Tree and Son, High st, Worcester
Ham, Edward Alfred, Norwich, Tobacconist. Aug 26 at 12 at offices of Bavin and Daynes, Exchange st, Norwich
Hammond, William, Commercial rd, East, Baker. Aug 25 at 3 at offices of Wilson, Old Jewry chmbrs. Jackson, Union ct, Old Broad st
Henry, Albert Charles Clements, Flower Market, Covent Garden, Florist. Aug 30 at 3 at offices of Groom, Worm wood st. Davies, Moorgate st
Innocent, Jonathan, Herst st, Columbia rd, Hackney rd, Couch Maker Aug 28 at 11 at 40, Bromley st, Commercial rd East, Stepney. Newson, Seymour pl, Marylebone
Irvine, Duncan, Deanshanger, Northampton, Florist. Aug 29 at 3 at offices of Becke, Derngate, Northampton
Jackson, Charles, Chenies mews, Bedford sq, Pianoforte Manufacturer. Aug 28 at 2 at offices of Williams, Alfred pl, Bedford sq
Jackson, Edward, Peterborough, Northampton, out of business. Sept 5 at 3 at 145, Cheapside. Wright
Jenkins, Walter Robert, Rotherham, York, Draper. Aug 29 at 12 at offices of Harrop and Harrop, Westgate, Rotherham
Jones, William Henry, and Benjamin Barber, Alexandra Palace, Muswell Hill, Refreshment Contractors. Sept 8 at 2 at Guildhall Coffee House, Gresham st. Sturt, Ironmonger lane
Kingston, Francis Knightley, London st, Wine Agent. Sept 6 at 12 at 209, High Holborn. Peacock and Goddard, South sq, Gray's inn
McKellar, John, James Patrick, and Archibald McKellar, West Ham, Essex, Builders. Aug 28 at 3 at offices of Dashwood, Mark lane
Mellor, Joseph, and George Kendall Stubbs, Macclesfield, Silk Dyers. Aug 28 at 3 at offices of Barclay and Henstock, Exchange chmbrs, Macclesfield
Meyers, Charles John, Holland pk ter, Notting hill, out of business. Aug 24 at 12 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Savidge and Steward, Eastcheap
Mordecai, Lazarus, Alderney rd, Mile End, Cigar Merchant. Aug 26 at 1 at office of Catlin, Wormwood st, Old Broad st
Parker, William Edward, Popham rd, Islington, Cheesemonger. Aug 26 at 3 at office of Hicks, Chancery lane
Partridge, George, Chilton, Suffolk, Farmer. Aug 23 at 12 at Anchor Hotel, Sudbury, Mumford, Sudbury
Parsons, George, Mansfield, Nottingham, Builder. Aug 30 at 3 at office of Mellers and Basden, Britannia chbrs, Pelham st, Nottingham. White, Mansfield
Platt, James, Southport, Lancaster, Accountant. Aug 28 at 3 at office of Welsby and Co, Lord st, Southport
Plastans, Joseph, Birmingham, Stationer. Aug 28 at 12 at office of Robinson, Cherry st, Birmingham
Price, Alfred William, Clarendon villas, New Southgate, Builder. Aug 25 at 3 at Guildhall tavern, Gresham st. Lewis, Wilmington sq
Price, Francis, Bristol, Baker. Aug 25 at 2 at office of Clifton and Carter, Broad st, Bristol
Read, Stephen, Horham, Suffolk, Farmer. Sept 5 at 1 at White Lion Hotel, Eye. Gudgeon
Rhodes, Arthur, Leeds, Auctioneer. Aug 28 at 11 at office of Wells, Cookridge street, Leeds
Roberts, William Henry, Halton, nr Leeds, Post office Clerk. Aug 28 at 12 at office of Pickering, South parade, Leeds
Robson, John Thomas, Derby, out of business. Aug 29 at 3 at offices of Pullan, Albion st, Leeds. Dunn and French, Leeds
Rowley, William, Windsor, Berks, Dentist. Aug 28 at 3 at offices of Phillips and Ford, Sheet st, Windsor
Ruck, Charles, Garway, Hereford, Blacksmith. Aug 29 at 11 at offices of Minett and Piddocke, St Mary's st, Ross
Samuel, Alfred, Liverpool, Commission Merchant. Aug 28 at 2 at offices of Parkinson, Dale st, Liverpool
Saunders, George, Stondon Massey, Essex, Farmer. Aug 25 at 3 at the Lion and Lamb, Chelmsford. Lewis, Stratford
Sayer, Henry Ord, and Nephi Pickup, Manchester, General Warehousemen. Sept 1 at 3 at Mitre Hotel, Cathedral gates. Payne and Galloway, Manchester
Scott, Thomas, Knottingley, York, Fishmonger. Aug 25 at 3 at offices of Kaberry, Ropergate, Pontefract
Seely, William, Witney, Oxford, Auctioneer. Aug 25 at 11 at Crown and Cushion Hotel, Chipping Norton. Kilby and Mace, Chipping Norton
Slipper, John Cooke, and Charles Frank Laws, Stalham, Norfolk, Butchers. Aug 30 at 12 at offices of Cully and Gould, Queen st, Norwich. Reed and Wayman, Downham Market
Smith, Charles, Bristol, Baker. Aug 24 at 2 at office of Collins, Broad st, Bristol Clifton and Carter, Bristol
Smith, Charles, Bristol, Boot Manufacturer. Aug 28 at 2 at office of Benson and Carpenter, Bank chmbrs, Bristol
Spells, Philip Walter, King's rd, Fulham, Corn Dealer. Aug 25 at 2 at offices of Andrews and Mason, Ironmonger lane, Cheapside. Dear, Gresham st
Summerell, James, St Ervan's rd, North Kensington, Tarpaulin Manufacturer. Aug 24 at 12 at office of Sampson, Marylebone rd
Timothy, William, Salford Priors, Warwick, Roman Catholic Priest. Aug 25 at 11 at office of Griffiths, Chipping Campden
Tomlinson, Benjamin, Leicester, Currier. Aug 30 at 12 at office of Hincks, Bowling Green st, Leicester
Tomlinson, John, Liverpool, Grocer's Assistant. Aug 25 at 2 at office of Wood, Church st, Sheffield. Harris and Gorst, Liverpool
Wedgwood, Samuel, Chester, Baker. Aug 25 at 2 at office of Royle, Newgate street, Chester
White, Thomas, Glastonbury, Somerset, Beerhouse Keeper. Aug 28 at 2 at office of Bullied, High st, Glastonbury
Wilson, John, Darlington, Durham, Chemist. Aug 26 at 1 at Railway Station Hotel, York. Barron, Darlington
Wilson, Newton, and Albert Hoster, High Holborn, Mechanical Engineers. Aug 30 at 3 at office of Andrews and Mason, Ironmonger lane. Freeman and Winthrop, Bedford row

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